Case No. A107100

COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT, DIVISION FOUR

CHURCH OF SCIENTOLOGY INTERNATIONAL, A California nonprofit religious corporation, Plaintiff and Petitioner, vs. GERALD ARMSTRONG, and individual; and DOES 1 THROUGH 50, inclusive. Defendants and Respondents.	Appeal Case No. A107100 [Consolidated with Case No. A107095]

ON APPEAL AFTER JUDGMENT ENTERED BY THE HONORABLE LYNN DURYEE, MARIN COUNTY SUPERIOR COURT

APPELLANT'S APPENDIX

VOL. I (Pages 1-236)

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APPELLANT'S APPENDIX

VOLUME 1

PAGE

1. Complaint files in *Church of Scientology International v. Armstrong* , Case No. 152229 1-3

2. Complaint filed in *Church of Scientology International v. Armstrong*, Case No. 157680 14-29

3. Complaint filed in *Church of Scientology International v. Armstrong*, Case No. CV021632 30-39
   Exh. A: Release of All Claims and Settlement Agreement 40-59
   Exh. B: Order of Contempt re: Case No. 152229, 6/5/97 and Second Order of Contempt re: Case Nos. 152229 & 157680, 2/20/98 60-68
   Exh. C: Civil Bench Warrants re: Case No. 152229 69-73
   Exh. D: Order of Contempt re: Case No. 152229, dated 7/13/01 74-78
   Exh. E: Armstrong Breaches of Settlement Agreement (Postings) 79-95

4. March 1998 posting by Armstrong in response to Roland Rashleigh-Berry. Armstrong describes his alleged experiences when he worked in Public Relations in Scientology in the 1970s 96

5. March 5, 1998 posting by Armstrong in which he posts a derogatory affidavit which he had written regarding Scientology that he had submitted to Revenue Canada 97

6. May 21, 1998 posting by Armstrong critical of the Church of Scientology... 98

7. May 22, 1998 posting by Armstrong which includes a declaration by Armstrong, filed in another case, in which he discusses his alleged background in Scientology and makes various accusations against the Church 99-110

8. July 16, 1998 posting by Armstrong critical of the Church and Church executives... 111

9. August 27, 1998 posting by Armstrong critical of Mr. Hubbard and his schooling 112-113

PAGE

10. September 5, 1998 posting by Armstrong regarding the dismissal of his lawsuit against CSI in Nevada, his status as a fugitive from justice, and his criticism of the California justice system. 114

11. September 24, 1998 posting by Armstrong regarding Grady Ward, a copyright infringer against the Church, where Armstrong wants to meet Ward and discuss their litigation and have Ward testify against the Church in Armstrong's opposition to a finding of his contempt of court. 115

12. September 25, 1998 posting by Armstrong offering to be an expert witness for Grady Ward in the suit brought against Ward for violating copyrights of Scientology materials. 116

13. September 30, 1998 posting by Armstrong critical of Scientology spiritual practices.. 117

14. November 17, 1998 posting by Armstrong of his declaration claiming that the Church caused him to be detained by police in San Anselmo, California..... 118-119

15. November 27, 1998 posting by Armstrong where he claims that no one who has communicated with him has been sued or will be sued pursuant to the injunction against him. Armstrong admits that he has communicated with other media entities and individuals about Scientology and his experiences..... 120-121

16. December 24, 1998 posting by Armstrong where he talks about setting up a national level debate or hearing about Scientology..... 122

17. December 24, 1998 posting by Armstrong suggesting that a compilation of letters critical of the Church be given out at future protests or to the media..... 123

18. January 8, 1999 posting by Armstrong in response to posting by Ralph Hilton, another former Scientologist whom Armstrong allegedly knew, discussing Armstrong's recollection of events from his days in the Church..... 124-125

PAGE

19. January 12, 1999 posting by Armstrong in which he comments on past postings he made about Scientologists. 126-127

20. January 12, 1999 posting by Armstrong responding to Rick Larsen, concerning a personality test used in Scientology churches. 128

21. January 12, 1999 posting by Armstrong about a fire that occurred when Armstrong was in one church in Clearwater, Florida. 129

22. January 12, 1999 posting by Armstrong responding to "John D.", saying he is writing a book critical of Scientology, and criticizing the Permanent Injunction..... 130-132

23. January 16, 1999 posting by Armstrong critical of Scientologists making donations for religious service. 133

24. January 18, 1999: posting by Armstrong, as a continuation of the previous posting, comparing Scientology and Christianity. 134

25. February 22, 1999 posting by Armstrong discussing ARS and how it is a hot bed of anti-Scientology sentiments and it "is bringing the gospel" to Scientologists..... 135

26. February 22, 1999 posting by Armstrong attempting to provoke a "response" from the psychiatric community against the Church..... 136-137

27. March 6, 1999 posting by Armstrong re his experiences with William Broderick who he knew when they were both in Scientology..... 138

28. March 17, 1999 posting by Armstrong responding to Rob Clark, and explaining what one of Armstrong's positions was when he was a Church staff member..... 139

29. March 20, 1999 posting by Armstrong which quotes an attacker of the Church..... 140

PAGE

30. March 21, 1999 posting by Armstrong with a number of reasons why he claims Scientology won't succeed. 141

31. March 21, 1999 posting by Armstrong where he describes actions he allegedly performed during a project while working on Church staff. 142-143

32. March 22, 1999 Posting by Armstrong where he makes allegations about Vicki Aznaran, a former Scientologist who sued the Church and later settled..... 144

33. March 28,1999 posting by Armstrong re Mr. Hubbard's military service which Armstrong supposedly knew about and which was mentioned in his earlier litigation with the Church..... 145-148

34. March 28, 1999 posting by Armstrong of the Settlement Agreement signed on 3-19-99 in a suit brought by Scientology entities for copyright infringement, including Armstrong's own comments about Scientology and that case..... 149-158

35. April 2, 1999 posting by Armstrong critical of a Church executive..... 159

36. April 3,1999 posting by Armstrong attacking the Church and its news journal, Freedom Magazine..... 160

37. April 3, 1999 posting by Armstrong criticizing certain Scientology practices and writings..... 161

38. April 4, 1999 posting by Armstrong criticizing Mr. Hubbard..... 162

39. April 4, 1999 posting by Armstrong regarding documents he allegedly saw while he was a Church staff member..... 163-164

40. April 7, 1999 posting by Armstrong regarding a web page allegedly put up by Scientologists..... 165

PAGE

41. April 11, 1999 posting by Armstrong stating that opposition to "Scientology the religion" and distribution of their "sacred scriptures" is protected religious expression and pickets are tax deductible religious contributions 166-167

42. April 19, 1999 posting by Armstrong concerning a Church staff member from the early 1980's 168-169

43. April 20, 1999 posting by Armstrong containing allegations about Mr. Hubbard 170

44. April 20, 1999 posting by Armstrong commenting on a letter from Grady Ward to a Church attorney, including allegations about his own settlement with the Church 171-172

45. April 20, 1999 posting by Armstrong ridiculing certain Scientology beliefs 173

46. April 20, 1999 posting by Armstrong denigrating Scientology and its leadership 174

47. April 22, 1999 posting by Armstrong concerning the alleged handling of PR and legal matters by Church officials 175

48. April 27, 1999 posting by Armstrong containing various accusations against Scientologists. 176-177

49. May 1, 1999 posting by Armstrong concerning alleged actions by Scientologists 178-179

50. May 2, 1999 posting by Armstrong commenting on the settlement of a suit between Dennis Erlich and Scientology entities. 180

51. May 4, 1999 posting by Armstrong advocating public hearings on Scientology 181

PAGE

52. May 8, 1999 posting by Armstrong in which he guesses how much Dennis Erlich received in his settlement with the Church..... 182

53. May 24, 1999 posting by Armstrong responding to Carol Eidge and offering to help remove her children from Scientology..... 183-184

54. May 24, 1999 posting by Armstrong concerning an individual who was allegedly involved in Scientology in the 1950's and 60's..... 185

55. June 3, 1999 posting by Armstrong commenting about the IRS having granted tax exemption to Scientology churches..... 186

56. June 6, 1999 posting by Armstrong about an alleged former Scientologist.....187-189

57. June 6, 1999 posting by Armstrong giving advice to another Internet poster and offering his own experience in Scientology as an example..... 190-192

58. June 15, 1999 posting by Armstrong giving legal advice to a person in relation to Scientology..... 193-194

59. June 16, 1999 posting by Armstrong suggesting a demonstration at the governor's office in Sacramento against Scientology..... 195-196

60. June 28, 1999 posting by Armstrong in which he makes allegations about Scientology management and suggests various actions to be taken against it..... 197-198

61. June 30, 1999 posting by Armstrong containing various allegations about Scientology..... 199

62. July 1, 1999 posting by Armstrong concerning alleged forgeries by Scientologists on the Internet..... 200

63. July 4, 1999 posting by Armstrong concerning an early Scientologist, whom he interviewed when he was a Church staff member. 201-202

PAGE

64. July 7, 1999 posting by Armstrong concerning his time in Scientology....203-204

65. July 11, 1999 posting by Armstrong offering himself as a percipient and expert witness in a civil suit against a Scientology church.... 205-206

66. July 12, 1999 posting by Armstrong about searching for documents relevant to litigation against the Church. 207

67. July 17, 1999 posting by Armstrong about a "solution to the Scientology problem".... 208-209

68. July 18, 1999 posting by Armstrong about the "sporgeries" on the Internet and various accusations about Scientologists. 210

69. July 20, 1999 posting by Armstrong concerning his experiences on Church staff and Scientologists' beliefs about Mr. Hubbard. 211-212

70. July 20, 1999 posting by Armstrong concerning writings by Mr. Hubbard.... 213-215

71. August 8, 1999 posting by Armstrong concerning apostate Stacy Brooks; suing a senior Scientology church; upper Scientology management and the corporate structure of the Church.... 216-230

72. August 9, 1999 posting by Armstrong containing allegations about how the Church deals with its opponents. 231

73. August 9, 1999 posting by Armstrong about Mr. Hubbard.... 232-233

74. August 9, 1999 posting by Armstrong commenting on statements by Mr. Hubbard about drugs. 234

75. August 17, 1999 posting by Armstrong in which he reposts a letter by attacker Garry Scarff regarding an attorney who represents him in legal matters concerning the Church. 235-236

PAGE

APPELLANT'S APPENDIX

VOLUME II

76. August 17, 1999 posting by Armstrong concerning Mr. Hubbard and quoting from Scientology scripture..... 237-238

77. August 17, 1999 posting by Armstrong about some of his alleged experiences in the Church..... 239-243

78. August 17, 1999 posting by Armstrong about a declaration he wrote concerning Scientology..... 244-245

79. August 18, 1999 posting by Armstrong promoting books critical about Scientology..... 246-250

80. September 10, 1999 posting by Armstrong commenting on postings about others' alleged experiences in Scientology..... 251-252

81. September 12, 1999 posting by Armstrong about posters who are critical of Scientology..... 253-254

82. September 16, 1999 posting by Armstrong concerning an essay contest sponsored by Robert Minton for critics of Scientology and whether Armstrong should participate..... 255-266

83. September 28, 1999 posting by Armstrong criticizing Mr. Hubbard and Scientology scripture..... 267-269

84. September 28, 1999 posting by Armstrong criticizing Scientologists..... 270-271

85. September 29, 1999 posting by Armstrong urging Scientologists to get out of Scientology..... 272-275

86. September 30, 1999 posting by Armstrong asserting that Scientology is not spiritual..... 276-277

PAGE

87. October 1, 1999 posting by Armstrong saying he does many things to get Scientologists to leave Scientology..... 278-279

88. October 1, 1999 posting by Armstrong about Scientologists' ethics..... 280-281

89. October 1, 1999 posting by Armstrong criticizing a senior Scientologist..... 282

90. October 2, 1999 posting by Armstrong concerning folders used in connection with Scientology counseling..... 283

91. October 2, 1999 posting by Armstrong alleging he has documentation concerning use of Scientology counseling folders..... 284-286

92. October 2, 1998 posting by Armstrong concerning the Scientology church in Belgium..... 287-289

93. October 2, 1999 posting by Armstrong about getting anti-Scientology literature passed around..... 290

94. October 2, 1999 posting by Armstrong in which he responds to derogatory statements of another regarding Scientology practices..... 291-295

95. October 7, 1999 posting by Armstrong making contemptuous statements about Scientology organizations. 296

96. October 7, 1999 posting by Armstrong about Scientology scriptures being posted on the Internet..... 297-298

97. October 7, 1999 posting by Armstrong about hate sites on the Internet and attempting to get a Scientologist to leave the Church..... 299-303

98. October 9, 1999 posting by Armstrong about people who he believes work for the Church..... 304-305

99. October 9, 1999 posting by Armstrong in which he posts a news release announcing the judgment entered against him in Marin County for breaching the settlement agreement with the Church, along with his comments on this..... 306-311

PAGE

100. October 12, 1999 posting by Armstrong about asking questions to a new Scientology web site 312

101. October 12, 1999 posting by Armstrong offering to send someone a write up on what he had read in Mr. Hubbard's unpublished book "Excalibur." 313

102. November 1, 1999 posting by Armstrong responding to Bob Minton's description of his arrest in Clearwater, Florida on charges of committing battery against a Scientologist 314-315

103. November 2, 1999 posting by Armstrong attempting to blame Scientologists for Minton being arrested 316-317

104. November 6, 1999 posting by Armstrong about the Church's alleged attempts to deal with critics 318

105. November 29, 1999 posting by Armstrong saying that the Church and its leaders are unfair 319

106. December 1, 1999 posting by Armstrong regarding a news reporter who has written about the Church in the past 320-321

107. December 9, 1999 posting by Armstrong talking about the picketing he recently participated in Clearwater, and the speeches delivered by Church antagonists 322-324

108. December 25, 1999 posting by Armstrong in which he defends Bob Minton and makes derogatory statements about Scientology beliefs 325-326

109. December 30, 1999 posting by Armstrong in which he answers questions about a person he knew in Scientology in the 70s 327-328

110. December 30, 1999 posting by Armstrong in which he posts a portion of the Congressional Record containing requests for the US to resolve the religious discrimination in Germany. Armstrong enters his own negative comments about Scientology 329-337

PAGE

111. December 31, 1999 posting by Armstrong speaking derogatorily about Scientology and saying that the Scientology organizations and technology should be dismantled. 338-340

112. December 31, 1999 posting by Armstrong in which he claims he is an expert in the subject of Scientology..... 341-347

113. January 3, 2000 posting by Armstrong recounting alleged incidents from he was a Church staff member..... 348-349

114. January 3, 2000 posting by Armstrong regarding mental illness and Scientology..... 350

115. January 3 2000 posting by Armstrong agreeing with another poster's criticisms of the Church. 351-353

116. January 3, 2000 posting by Armstrong in which he makes comments regarding another poster's version of what occurred within the Church after Mr. Hubbard's death..... 354-356

117. January 4, 2000 posting by Armstrong stating that he would never embrace destroying Scientology as it is an impossibility and commenting on what he believes are the goals of Scientology..... 357-358

118. January 5, 2000 posting by Armstrong continuing derogatory comments about Scientology..... 359

119. January 5, 2000 posting by Armstrong about psychiatrists and the handling of psychotic people, including accusations regarding Scientology practices..... 360-362

120. January 6, 2000 posting by Armstrong in which he discusses "stalking" and that he kept a big sign in his storefront window "Is Scientology Stalking You?"..... 363-364

121. January 6, 2000 posting by Armstrong referencing Lisa McPherson Trust and how Scientology is trying to destroy it..... 365

PAGE

122. January 16, 2000 posting by Armstrong in which he re-posts the mission statement for the "Lisa McPherson Trust," and affirms his agreement with this anti-Scientology statement..... 366-371

123. January 19, 2000 posting by Armstrong responding to a posting by Rod Keller regarding the Church's facility in Clearwater, Florida..... 372-373

124. January 19, 2000 posting by Armstrong in which he states that "Freedom of religion includes the freedom to condemn all of Scientology."..... 374

125. January 24, 2000 posting by Armstrong regarding an affidavit filed in a suit against the Church. 375-376

126. January 29, 2000 posting by Armstrong containing derogatory statements and accusations about the Church..... 377-378

127. January 29, 2000 posting by Armstrong claiming that he used to be a liar when he was a Scientologist..... 379

128. January 30, 2000 posting by Armstrong in which he discusses serving a lawsuit on a senior Church executive..... 380-381

129. February 19, 2000 posting by Armstrong talking about a position he held when he was a Church staff member..... 382-386

130. March 20, 2000 posting by Armstrong to Keith Henson about his legal case with the Church and how Armstrong was prevented from testifying for Henson. He says he believes "that Judge Whyte is crooked in some way" and "should have found a way to bar Scientology from his courtroom."..... 387-391

131. April 16, 2000 posting by Armstrong about going to protest at a Scientology event..... 392

PAGE

132. May 4, 2000 posting by Armstrong continuing various accusations about the Church 393-394

133. July 10, 2000 posting by Armstrong in response to another about his settlement agreement which he calls a "gag 'contract'" 395

134. July 11, 2000 posting by Armstrong in response to another in which he makes derogatory allegations about Scientologists 396-399

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FILED
FEB - 4 1992
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MARIN COUNTY CLERK
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152220 VERIFIED COMPLAINT FOR DAMAGES AND FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF FOR BREACH OF CONTRACT

Plaintiff, by its attorneys, Wilson, Ryan & Campilongo and Bowles & Moxon, alleges:

NATURE OF THE ACTION

1. In violation of the express terms and spirit of a settlement agreement ("the Agreement") entered into in December, 1986, defendant Gerald Armstrong ("Armstrong") has embarked on a deliberate campaign designed to aid plaintiff's litigation adversaries, breach the confidentiality provisions of the Agreement, and foment litigation, hatred and ill-will toward

plaintiff.

2. Five years ago, plaintiff Church of Scientology International ("CSI") entered into the Agreement with Armstrong, on its own behalf and for the benefit of numerous third-party beneficiaries. The Agreement provided for a mutual release and waiver of all claims arising out of a cross-complaint which defendant Armstrong had filed in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. Armstrong, a former Church member who sought, by both litigation and covert means, to disrupt the activities of his former faith, displayed through the years an intense and abiding hatred for the Churches, and an eagerness to annoy and harass his former co-religionists by spreading enmity and hatred among members and former members. Plaintiff sought, with the Agreement, to end all of Armstrong's covert activities against it, along with the litigation itself. For that reason, the Agreement contained carefully negotiated and agreed-upon confidentiality provisions and provisions prohibiting Armstrong from fomenting litigation against plaintiff by third parties. These provisions were bargained for by plaintiff to put an end to the enmity and strife generated by Mr. Armstrong once and for all.

3. This action arises out of deliberate and repeated breaches by Armstrong of these and other express provisions of the settlement Agreement. Although plaintiff fully performed all of its obligations under the Agreement, Armstrong appears to consider that his obligations under the Agreement ended as soon as he had finished spending the money he extracted from plaintiff as the price of his signature. In June, 1991, Armstrong began a systematic campaign to

foment litigation against plaintiff by providing confidential information, copies of the Agreement, declarations, and "paralegal" assistance to litigants actively engaged in litigation against his former adversaries. Although plaintiff has repeatedly demanded that Armstrong end his constant and repeated breach of the provisions of the Agreement, Armstrong appears to delight in renewing his annoying and harassing activities, admitting to them in sworn declarations, and refusing to end his improper liaisons.

4. With this complaint, plaintiff seeks the Court's aid in obtaining the peace for which it bargained more than five years ago. Plaintiff requests liquidated damages pursuant to the terms of the Agreement, as well as injunctive relief to prevent additional and future breaches of the Agreement by Armstrong.

THE PARTIES

5. Plaintiff Church of Scientology International is a non-profit religious corporation incorporated under the laws of the State of California, having its principal offices in Los Angeles, California. Plaintiff CSI is the Mother Church of the Scientology religion.

6. Defendant Gerald Armstrong is a resident of Marin County, California.

7. Plaintiff is ignorant of the names and capacities of the defendants identified as DOES 1 through 25, inclusive, and thus brings suit against those defendants by their true names upon the ascertainment of their true names and capacities, and their responsibility for the conduct alleged herein.

/ / /

/ / /

THE CONTRACT

8. On or about December 6, 1986, CSI and Armstrong entered into a written confidential settlement Agreement, described in Paragraph 1 of this Complaint.

9. The Agreement was entered into by plaintiff and defendant Armstrong, with the participation of their respective counsel after full negotiation. Each provision of the Agreement was carefully framed by the parties and their counsel to accurately reflect the agreement of the parties.

10. Plaintiff specifically negotiated for and obtained from Armstrong the provisions in the Agreement delineated in paragraphs 7(D), 7(H), 7(G), 10 and paragraphs 12 through 18, because it was well aware, through investigation, that Armstrong had undertaken a series of covert activities, apart from the litigation, which were intended by Armstrong to discredit Church leaders, spark government raids into the churches, create phony "evidence" of wrongdoing against the Churches, and, ultimately, destroy the Churches and their leadership.

11. In November, 1984, Armstrong was plotting against the Scientology Churches and seeking out staff members in the church who would be willing to assist him in overthrowing Church leadership. The church obtained information about Armstrong's plans and, through a police-sanctioned investigation, provided Armstrong with the "defectors" he sought. On four separate occasions in November, 1984, Armstrong met with two individuals that he considered to be defectors, whom he knew as "Joey" and "Mike." In reality, both "Joey" and "Mike" were loyal Church members who, with permission from the Los Angeles police, agreed to have their conversations with

Armstrong surreptitiously videotaped. during the course of these conversations, Armstrong:

a. Demanded that "Joey" provide him with copies of documents published by the Churches so that he could forge documents in the same style. Armstrong wanted "Joey" to then plant these Armstrong creations in the Church's files so that Armstrong could tip off the Internal Revenue Service Criminal Investigations Division ("CID"), and the incriminating documents would be found in a resulting raid;

b. Sought to "set up" the defection of a senior Scientologist by finding a woman to seduce him;

c. Told "Joey" all about his conversations with Al Lipkin, an investigator for the L.A. CID, and attempted to get "Joey" to call Lipkin and give him false information that would implicate the church's leaders in the misuse of donations; and

d. Instructed "Mike" on the methods of creating a lawsuit against the church leadership based on nothing at all:

> ARMSTRONG: They can allege it. They can allege it. They don't even have -- they can allege it.
>
> RINDER: So they don't even have to have the document sitting in front of them and then--
>
> ARMSTRONG: F____ing say the organization destroys the documents.
>
> * * *
>
> Where are the -- we don't have to prove a goddamn thing. We don't have to prove s__t; we just have to allege it.

/ / /

Given Armstrong's propensity to create trouble for the Churches regardless of truth, the Churches naturally considered such provisions to be an integral and necessary part of any settlement.

12. The Agreement also provided that plaintiff CSI would pay to Armstrong's attorney, Michael Flynn, a lump sum amount intended to settle not just Armstrong's case, but the cases of other clients of Mr. Flynn as well, and that Mr. Flynn would pay to Armstrong a portion of that settlement amount. The exact amount of the portion to be paid to Armstrong by Mr. Flynn was maintained as confidential between Mr. Flynn and Armstrong.

13. CSI paid to Mr. Flynn the lump sum settlement amount.

14. Mr. Flynn paid to Armstrong his confidential portion of the lump sum settlement amount.

15. Plaintiff CSI has performed all of its obligations pursuant to the Agreement.

FIRST CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

16. Plaintiff realleges paragraphs 1 - 15, inclusive, and incorporates them herein by reference.

17. Vicki and Richard Aznaran ("the Aznarans") are former Scientology parishioners currently engaged in litigation against, inter alia, RTC and CSI, in the case of Vicki J. Aznaran, et al. v. Church of Scientology of California, et al., United States District Court for the Central District of California, Case No. CV 88-1786 JMI (Ex).

18. In June, 1991, the Aznarans discharged their attorney, Ford Greene, and retained attorney Joseph A. Yanny to represent them.

19. While acting as the Aznarans' counsel, Yanny hired Gerald Armstrong as a paralegal to help Yanny on the Aznaran case.

20. In July, 1991, Armstrong agreed to travel from Marin County to Los Angeles and asked Yanny to pay him $500 for his proposed help.

21. In July, 1991, Armstrong did travel to Los Angeles as he had agreed, stayed with Yanny on July 15 and July 16, 1991, and provided Yanny with paralegal assistance and a declaration for the Aznaran case.

22. Yanny is former counsel to CSI, and his substitution into the case was vacated by the Court sua sponte on July 24, 1991, the Court noting that Yanny's retention as the Aznarans' counsel was "highly prejudicial" to RTC and CSI.

23. Armstrong's acceptance of employment by Yanny to work on the Aznarans' litigation is a direct violation of Paragraphs 7(G) and 10 of the Agreement.

24. As a direct and proximate result of Armstrong's breach of the agreement by providing paralegal assistance to Yanny in the Aznarans' litigation, plaintiff has incurred damages which are not presently calculable. In no event, however, are they less than $800,000. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

SECOND CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

25. Plaintiff realleges paragraphs 1 - 15, 17-23, inclusive, and incorporates them herein by reference.

33. After Yanny entered his appearance in the Aznarans' case and indicated to CSI's counsel that he represented Gerald Armstrong

as well, CSI brought suit against Yanny in the case of Religious Technology Center, et al. v. Joseph A. Yanny, et al., Los Angeles Superior Court No. BC 033035 ("RTC v. Yanny"). In that action, plaintiff sought and obtained a Temporary Restraining Order and a Preliminary Injunction against Yanny, which prohibit Yanny from aiding, advising, or representing, directly or indirectly, the Aznarans or Armstrong, on any matters relating to the plaintiff.

27. At the hearings before the Court on the temporary restraining order and the injunction, Yanny filed two declarations prepared and executed by Armstrong on July 16, 1991. The declarations were offered by Yanny as part of Yanny's defense, which was ultimately rejected by the Court when it issued its injunction.

28. Armstrong's aid to Yanny in the RTC v. Yanny case is a direct violation of Paragraphs 7(G) and 10 of the Agreement.

29. Armstrong attached as an exhibit to one of his July 16, 1991 declarations a copy of the Agreement, the terms of which he had agreed, pursuant to paragraph 18(D), to keep confidential. This disclosure of the terms of the Agreement is a violation of its non-disclosure provisions, requiring that Armstrong pay to CSI, RTC and CSC $50,000 in liquidated damages.

30. Despite demand by plaintiff, Armstrong has failed and refused to pay them the $50,000 owed in liquidated damages for this breach of the Agreement.

THIRD CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

31. Plaintiff realleges paragraphs 1 - 15, 17-23, 26-30, inclusive, and incorporates them herein by reference.

32. After Yanny's substitution into the Aznarans' case was

summarily vacated, Ford Greene was reinstated as the Aznarans' counsel of record. Ford Greene's law offices are located in San Anselmo, California.

33. In or about August, 1991, Armstrong began working in Ford Greene's office for Greene as a paralegal on the Aznarans' case. Armstrong's employment in Greene's office has continued to the present. Armstrong's activities constitute a daily and continuing breach of his contract, rendering plaintiff's bargain a nullity.

34. Plaintiff CSI has already incurred, and continues to incur, damages as a direct and proximate result of Armstrong's provision of aid to Greene in the Aznarans' case. Those damages are not presently calculable and will cease only when Armstrong is ordered to stop his improper conduct. In no event, however, are they less than $800,000. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

FOURTH CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

35. Plaintiff realleges paragraphs 1-15, 17-23, 26-30, 32-34, inclusive, and incorporates them herein by reference.

36. In addition to the paralegal services which Armstrong has provided to Ford Greene on the Aznarans' litigation, Armstrong also provided the Aznarans with a declaration, dated August 26, 1991, and filed in the Aznarans' case. In that declaration, Armstrong describes some of his alleged experiences with and concerning plaintiff, and purports to authenticate copies of certain documents. These actions and disclosures are violations of Paragraphs 7(G), 7(H) and 10 of the Agreement, requiring that Armstrong pay to CSI and RTC $50,000 in liquidated damages.

37. Despite demand by plaintiff, Armstrong has failed and refused to comply with the liquidated damages provision by paying $50,000 to plaintiff as demanded for this breach of the Agreement.

FIFTH CAUSE OF ACTION

(Against All Defendants for Injunctive Relief)

38. Plaintiff realleges paragraphs 1-15, 17-23, 26-30, 32-34, 36-37, inclusive, and incorporates them herein by reference.

39. As a direct and proximate result of Armstrong's breach of the agreement by providing assistance to Greene in the Asnarans' litigation, which breach is, on information and belief, persistent and continuing, CSI is and will continue to be irreparably harmed, and unless Armstrong and those acting in concert with him are temporarily, preliminarily and permanently enjoined from continuing that unlawful conduct, further irreparable harm will be caused to CSI.

40. Further, as a direct and proximate result of Armstrong's breach of the agreement by providing assistance to Yanny in Yanny's litigation, which breach is, on information and belief, persistent and continuing, CSI is and will continue to be irreparably harmed, and unless Armstrong and those acting in concert with him are temporarily, preliminarily and permanently enjoined from continuing that unlawful conduct, further irreparable harm will be caused to CSI.

WHEREFORE, plaintiff prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION

1. For compensatory and consequential damages according to proof, but in no event less than $800,000.

2. For attorneys' fees and costs of suit.

ON THE SECOND CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE THIRD CAUSE OF ACTION

1. For compensatory and consequential damages according to proof, but in no event less than $800,000.

2. For attorneys' fees and costs of suit.

ON THE FOURTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE FIFTH CAUSE OF ACTION

1. For a temporary restraining order, preliminary injunction and a permanent injunction enjoining defendants from violating the terms of the Agreement.

ON ALL CAUSES OF ACTION

1. For such other and further relief as the Court may deem just and proper.

DATED: February 4, 1992

WILSON, RYAN & CAMPILONGO

By:_____
Andrew H. Wilson

Laurie J. Bartilson
BOWLES & MOXON

Attorneys for Plaintiff
Church of Scientology
International

ON THE SECOND CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE THIRD CAUSE OF ACTION

1. For compensatory and consequential damages according to proof, but in no event less than $800,000.

2. For attorneys' fees and costs of suit.

ON THE FOURTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE FIFTH CAUSE OF ACTION

1. For a temporary restraining order, preliminary injunction and a permanent injunction enjoining defendants from violating the terms of the Agreement.

ON ALL CAUSES OF ACTION

1. For such other and further relief as the Court may deem just and proper.

DATED: February 4, 1992

WILSON, RYAN & CAMPILONGO

By: _____
Andrew H. Wilson

Laurie J. Bartilson
BOWLES & MOXON

Attorneys for Plaintiff
Church of Scientology
International

VERIFICATION

I, ANDREW H. WILSON, declare as follows:

I am one of the attorneys for the Plaintiff Church of Scientology International in the above-entitled matter. I have read the foregoing Verified Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract and know the contents thereof, which are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe it to be true.

I declare under the penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed on February 4, 1992, at San Francisco, California.

ANDREW H. WILSON

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

SC102.003
VER.COMPLT.

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CHURCH OF SCIENTOLOGY
INTERNATIONAL

FILED
JUL 23 1993
HOWARD HANSON
MARIN COUNTY CLERK
BY C HARDING DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION, a California for-profit corporation; DOES 1 through 100, inclusive, Defendants.	CASE NO. 157680 VERIFIED COMPLAINT TO SET ASIDE FRAUDULENT TRANSFERS AND FOR DAMAGES; CONSPIRACY [C.C. §§ 3302, 3439.07(a)(1),(3)] DATE: TIME: DEPT: DISCOVERY CUT-OFF: None MOTION CUT-OFF: None TRIAL DATE: None

Plaintiff, by its attorneys, Wilson, Ryan & Campilongo and Bowles & Moxon, for its Complaint, alleges:

NATURE OF THE ACTION

1. In December, 1986, plaintiff and defendant Gerald Armstrong ("Armstrong") entered into a settlement agreement ("the Agreement"). The Agreement provided for a mutual release and

waiver of all claims arising out of a cross-complaint which defendant Armstrong had filed in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. Armstrong, a former Church member who sought, by both litigation and covert means, to disrupt the activities of his former faith, displayed through the years an intense and abiding hatred for the Church, and an eagerness to annoy and harass his former co-religionists by spreading enmity and hatred among members and former members. Plaintiff sought, with the Agreement, to end all of Armstrong's covert activities against it, along with the litigation itself. For that reason, the Agreement contained carefully negotiated and agreed-upon confidentiality provisions and provisions prohibiting Armstrong from fomenting litigation against plaintiff by third parties. These provisions were bargained for by plaintiff to put an end to the enmity and strife generated by Mr. Armstrong once and for all. The Agreement also provided, inter alia, for liquidated damages to be paid by Armstrong should he choose to breach these provisions.

2. In or about February, 1990, Armstrong began to take a series of actions which directly violated provisions of the Agreement. Fearing that plaintiff would seek to collect the liquidated damages owed by his breaches, Armstrong, as set forth below, fraudulently conveyed all of his property, including real property located in Marin County, cash, and personal property to defendants Michael Walton, the Gerald Armstrong Corporation, and Does 1-100, receiving no consideration in return. Thereafter, Armstrong deliberately set out to repeatedly breach the

Agreement, incurring a debt which at present totals at least $1,800,000, and which he has and had no assets to use to satisfy the debt.

3. Armstrong's breaches and resulting indebtedness are presently the subject of two actions pending in Los Angeles Superior Court, Church of Scientology International v. Armstrong, LASC No. BC 052395 ("the First Action"), demanding liquidated damages of $600,000.00 for breaches occurring between July, 1991 and May, 1992, and Church of Scientology International v. Armstrong, LASC No. BC 084642 ("the Second Action"), demanding liquidated damages of $1,200,000.00, for breaches occurring between August, 1991 and June, 1993.

THE PARTIES

4. Plaintiff Church of Scientology International is a non-profit religious corporation incorporated under the laws of the State of California, having its principal offices in Los Angeles, California. Plaintiff CSI is the Mother Church of the Scientology religion.

5. Defendant Gerald Armstrong is a resident of Marin County, California.

6. Defendant Michael Walton is a resident of Marin County, California.

7. Defendant Gerald Armstrong Corporation ("GAC") is a corporation incorporated under the laws of the State of California, having its principal offices in San Anselmo, California.

8. Plaintiff is ignorant of the names and capacities of the defendants identified as DOES 1 through 25, inclusive, and thus brings suit against those defendants by their true names

upon the ascertainment of their true names and capacities, and their responsibility for the conduct alleged herein.

DEFENDANT GAC IS THE ALTER EGO OF DEFENDANT ARMSTRONG

9. Defendant Armstrong is GAC's president and sole officer, its principal shareholder and sole employee, and has been since the incorporation of GAC in 1987. Further, defendant Armstrong has the sole and exclusive right to control the corporation's bank account and its disbursement of funds.

10. Defendant GAC is, and at all times since its incorporation was, the alter ego of defendant Armstrong. There exists, and at all times since GAC's incorporation has existed, a unity of interest and ownership between these two defendants such that any separateness between them has ceased to exist: Defendant Armstrong caused his own personal assets to be transferred to GAC without adequate consideration in order to evade payment of his lawful obligations, and defendant Armstrong has completely controlled, dominated, managed and operated GAC since its incorporation for his own personal benefit.

11. Defendant GAC is, and at all times mentioned was, a mere shell, instrumentality and conduit through which defendant Armstrong carried on his activities in the corporate name exactly as he conducted them previous to GAC's incorporation. Armstrong exercised and exercises such complete control and dominance of such activities that any individuality or separateness of defendant GAC and defendant Armstrong does not, and at all relevant times did not, exist.

12. Adherence to the fiction of the separate existence of

defendant GAC as an entity distinct from defendant Armstrong would permit an abuse of the corporate privilege and would sanction fraud, in that Armstrong transferred his material assets to GAC in 1988, at the time of his embarkation on the campaign of harassment described herein, and with the intention of preventing plaintiff from obtaining monetary relief from Armstrong pursuant to the liquidated damages clause. Hence, GAC exists solely so that Armstrong may be "judgment proof."

THE CONTRACT

13. On or about December 6, 1986, CSI and Armstrong entered into a written confidential settlement Agreement, a true and correct copy of which is attached hereto as Exhibit A, and incorporated by reference.

14. The Agreement was entered into by plaintiff and defendant Armstrong, with the participation of their respective counsel after full negotiation. Each provision of the Agreement was carefully framed by the parties and their counsel to accurately reflect the agreement of the parties.

15. Plaintiff specifically negotiated for and obtained from Armstrong the provisions in the Agreement delineated in paragraphs 7(D), 7(H), 7(G), 10 and paragraphs 12 through 18. Plaintiff took this step because it was well aware, through investigation, that Armstrong had undertaken a series of covert activities, apart from the litigation, which were intended by Armstrong to discredit Church leaders, spark government raids into the Churches, create phony "evidence" of wrongdoing against the Churches, and, ultimately, destroy the Churches and their leadership.

16. Paragraph 7(D) of the Agreement provided, in substance, that Armstrong: (1) would not create or publish, or assist another in creating or publishing, any media publication or broadcast, concerning information about plaintiff, L. Ron Hubbard or any other persons or entities released by the Agreement; (2) would maintain "strict confidentiality and silence" with respect to his alleged experiences with plaintiff or any knowledge he might have concerning plaintiff, L. Ron Hubbard, or other Scientology-related entities and individuals; (3) would not disclose any documents which related to plaintiff or other identified entities and individuals; and (4) would pay to plaintiff $50,000 in liquidated damages for each disclosure or other breach of that paragraph.

17. Contemporaneously with the signing of the Agreement, Armstrong represented that he understood the Agreement's provisions and was acting of his own free will and not under duress.

18. The Agreement also provided that plaintiff CSI would pay to Armstrong's attorney, Michael Flynn, a lump sum amount intended to settle not just Armstrong's case, but the cases of other clients of Mr. Flynn as well, and that Mr. Flynn would pay to Armstrong a portion of that settlement amount. The exact amount of the portion to be paid to Armstrong by Mr. Flynn was maintained as confidential between Mr. Flynn and Armstrong.

19. CSI paid to Mr. Flynn the lump sum settlement amount.

20. Mr. Flynn paid to Armstrong his confidential portion of the lump sum settlement amount, which was at least $520,000, after expenses.

21. The consideration paid to Armstrong was fair, reasonable and adequate. Plaintiff CSI has performed all of its obligations pursuant to the Agreement.

BREACHES OF THE AGREEMENT

22. Beginning in February, 1990, and continuing unabated until the present, Armstrong has breached the Agreement wilfully and repeatedly, including, inter alia, the provisions of Paragraph 7(D) of the Agreement which require Armstrong to pay plaintiff liquidated damages for each such breach.

23. In addition to the breaches of the Agreement which invoke the liquidated damages clause, Armstrong has committed additional violations of provisions of the Agreement which entitle plaintiff to compensatory damages according to proof.

24. Despite demand by plaintiff, Armstrong has refused to pay any damages, liquidated or compensatory, for the deliberate breaches of the Agreement described herein.

25. The breaches described herein are presently the subject of litigation in the First Action and the Second Action, and have not yet been reduced to judgment.

FIRST CAUSE OF ACTION

TO SET ASIDE FRAUDULENT TRANSFER OF REAL PROPERTY

(Against Defendants Gerald Armstrong and Michael Walton)

26. Plaintiff realleges paragraphs 1 - 25, inclusive, and incorporates them herein by reference.

27. On or about August 24, 1990, defendant Gerald Armstrong was an owner and in possession and control of that real property situated in Marin County known as 707 Fawn Drive, San Anselmo, California, and more particularly described as follows:

PARCEL ONE

PARCEL TWO as shown upon that certain Parcel Map entitled, "Parcel Map Lands of California Land Title Portion Lands described in book 2887 of Official Records, at page 367, also being Portion of Lots 501 and 501-A unrecorded Map of Sleepy Hollow Acres, Vicinity of San Anselmo, Marin County, California, filed for record April 8, 1976 in Volume 12 of Parcel Maps, at page 43, Marin County Records.

EXCEPTING THEREFROM that portion deeded to Alain Pigois and Nina Pigois, husband and wife, as community property, by Deed recorded February 27, 1989, Serial No. 89 13373.

PARCEL TWO

AN EASEMENT for ingress, egress and public utility purposes described as follows:

BEGINNING at a point on the centerline of Fawn Drive, said point being the most southwesterly corner of Parcel 3, as shown upon that certain map entitled, "Parcel Map Lands of California Land Title Portion Lands described in Book 2887 of Official Records, at page 367, also being a portion of Lots 501 and 501-A, unrecorded Map of Sleepy Hollow Acres, Vicinity of San Anselmo, Marin County, California", filed for record April 9, 1976 in Volume 12 of Parcel Maps, at page 43, Marin County Records, said point also being the intersection of the calls "South 26° 20′ East 135 feet and North 63° 40′ East 20 feet" as contained in Parcel 2 of the Deed executed by California Land Title Company, a corporation to Michael C. McGuckin, et ux, recorded March 26, 1976 in Book 3010 of Official Records, at page 190, Marin County Records; thence from said point of beginning and along the exterior boundary of said Parcel 3, North 63° 40′ East 20 feet; thence North 75° 07′ 20" East 164.00 feet; thence leaving said exterior boundary of Parcel 3, North 12° 41′ East 85.00 feet; thence North 30° 45′ West 126.00 feet, thence North 13° 30′ East 79.21 feet to the northwesterly boundary of Parcel 1, as shown upon that certain map referred to hereinabove; thence along the exterior boundary of said Parcel 1, South 84° 00′ west 75.70 feet to the most Northerly corner of the parcel of land described in the Deed executed by Charles B. Roertson, et ux, to Paul Hopkins Talbot, Jr., et ux, recorded January 30, 1956 in book 1002 of Official Records, at page 623, Marin County Records; thence 111.77 feet, thence leaving said exterior boundary of Parcel 1, South 18° 45′ East 95.06 feet thence South 21° 48′ West 70.66 feet; thence South 75° 07′ 20" West 160.00 feet to the certline of Fawn Drive; thence along the

exterior boundary of said Parcel 3, also being the centerline of "Fawn Drive, South 26° 20′ East 34.46 feet to the point of beginning.

28. On or about August 24, 1990, defendants Gerald Armstrong and Michael Walton transferred by grant deed the above-described property to defendant Michael Walton. On August 27, 1990, the grant deed was recorded in Marin County Official Records as number 90 50497 in the Office of the County Recorder of Marin County, California.

29. Plaintiff is further informed and believes and thereon alleges that the transfer was made with an actual intent to hinder, delay or defraud plaintiff in the collection of its damages.

30. Further, plaintiff is informed, and believes, and thereon alleges that at the time Armstrong made the transfers, he intended in the future to engage in the conduct in breach of his Agreement with plaintiff, described above, knowing that he would thereby incur the damages described herein and for which he would have rendered himself judgment-proof.

31. Defendant Armstrong received no money or other consideration in exchange for the aforementioned transfer. Plaintiff is informed and believes and thereon alleges that at the time of the transfer of the real property defendant Armstrong's interest in the real property was not less than $397,500.00. Thus, defendant Armstrong did not receive reasonably equivalent value in exchange for his interest in the real property.

32. Plaintiff is informed and believes and thereon alleges that defendant Walton received the above-described real property

with knowledge that defendant Armstrong intended to (1) hinder, delay or defraud the collection of plaintiff's aforementioned damages and (2) further breach his Agreement with plaintiff, thereby incurring substantial damages which it would be impossible for Armstrong to pay. Defendant Walton had previously advised Armstrong concerning the Agreement and was familiar with its terms and conditions; further, Armstrong had informed defendant Walton of his vendetta against plaintiff and all Churches of Scientology, and of his intentions to breach the Agreement. Moreover, Walton was well aware of the fraudulent nature of the transfer, for which he received no money or other consideration.

SECOND CAUSE OF ACTION

TO SET ASIDE FRAUDULENT TRANSFER OF ASSETS

(Against All Defendants)

33. Plaintiff realleges paragraphs 1-25, inclusive, and incorporates them herein by reference.

34. On or about August, 1990, defendant Gerald Armstrong was the owner and in possession and control of approximately $41,500 in cash, and shares of stock in The Gerald Armstrong Corporation which were valued by Armstrong at $1,000,000.

35. On or about August, 1990, Armstrong transferred the $41,500 in cash and the shares of stock in The Gerald Armstrong Corporation to defendants Walton and Does 1 - 100.

36. Plaintiff is further informed and believes and thereon alleges that the transfer was made with an actual intent to hinder, delay or defraud plaintiff in the collection of its damages.

37. Further, plaintiff is informed, and believes and thereon alleges that at the time Armstrong made the transfers, he intended in the future to engage in the conduct in breach of his Agreement with plaintiff, described above, knowing that he would thereby incur the damages described herein, and for which he would have rendered himself and his corporation judgment-proof.

38. Defendant Armstrong received no money or other consideration in exchange for the aforementioned transfer. Plaintiff is informed and believes and thereon alleges that at the time of the transfer of the cash and stock, defendant Armstrong's interest in the cash and stock was not less than $1,041,500. Thus, defendant Armstrong did not receive reasonably equivalent value in exchange for his interest in the transferred assets.

39. Plaintiff is informed and believes and thereon alleges that defendants Walton and Does 1 -100 received the above-described real property with knowledge that defendant Armstrong intended to (1) hinder, delay or defraud the collection of plaintiff's aforementioned damages; and (2) further breach his Agreement with plaintiff, thereby incurring substantial damages which it would be impossible for Armstrong or his corporation to pay. Defendant Walton had previously advised Armstrong concerning the Agreement and was familiar with its terms and conditions; further, Armstrong had informed defendant Walton and Does 1-100 of his vendetta against plaintiff and all Churches of Scientology, and of his intentions to breach the Agreement. Moreover, Walton and Does 1-100 were well aware of the fraudulent nature of the transfer, for which they received no money or other

consideration.

THIRD CAUSE OF ACTION

CONSPIRACY

(Against All Defendants)

40. Plaintiff realleges paragraphs 1-32 and 34-39, inclusive, and incorporates them herein by reference.

41. As alleged above, in August, 1990, defendants Armstrong, Walton, and Does 1 - 100 agreed, and knowingly and willfully conspired between themselves to hinder, delay and defraud plaintiff in the collection of its damages, and to render Armstrong unable to pay any and all damages to plaintiff which Armstrong had incurred and intended to and did incur in violation of the Agreement.

42. Pursuant to this conspiracy, the above-named defendants agreed that Walton and Does 1 - 100 would take ownership and/or possession of all of defendant Armstrong's assets of any value, including the above-described real property, cash and stock and everything remaining from the proceeds of the settlement which Armstrong had accepted from plaintiff pursuant to the Agreement. Further, the defendants conspired and agreed to hide any and all future assets acquired by Armstrong in the sham corporation, The Gerald Armstrong Corporation, in order to protect Armstrong's assets from collection so long as he was breaching the Agreement, and plaintiff was attempting to collect damages for those breaches. Plaintiff is unaware of the present value of those assets which have been so hidden, but is informed and believes and thereon alleges that their value exceeds $1,800,000, the minimum value of plaintiff's claim.

43. Defendants Armstrong, Walton, The Gerald Armstrong Corporation and Does 1 - 100 did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and agreement alleged above.

44. As a proximate result of the wrongful acts herein alleged, plaintiff has been generally damaged in the sum of $1,800,000.

45. At all times mentioned herein, defendants Walton, Armstrong, The Gerald Armstrong Corporation and Does 1-100 knew of defendant Armstrong's actions and intended actions against plaintiff, knew of Armstrong's resultant obligation to plaintiff, and knew that plaintiff's claims could only be satisfied out of the property, sums and stock transferred by Armstrong. Notwithstanding this knowledge, defendants Walton, Armstrong, The Gerald Armstrong Corporation and Does 1-100 intentionally, willfully, fraudulently and maliciously did the things herein alleged to defraud and oppress plaintiff. Plaintiff is therefore entitled to exemplary or punitive damages in the sum of $3,000,000 against all defendants, individually and severally.

WHEREFORE, plaintiff prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION

1. That the transfer of the real property from defendant Armstrong to defendant Walton be set aside and declared void as to the plaintiff herein to the extent necessary to satisfy plaintiff's claim in the sum of $1,800,000 plus interest thereon at the maximum rate permitted by law from 1990;

2. That defendant Walton be restrained from disposing of

the property transferred;

3. That a temporary restraining order be granted plaintiff enjoining and restraining defendant Walton, and his representatives, agents, and attorneys from selling, transferring, conveying, or otherwise disposing of any of the property transferred;

4. That the judgment herein be declared a lien on the property transferred;

5. That an order be made declaring that defendant Walton holds all of the real property described above in trust for plaintiff.

6. That defendant Walton be required to account to plaintiff for all profits and proceeds earned from or taken in exchange for the property described above.

ON THE SECOND CAUSE OF ACTION

1. That the transfer of assets from defendant Armstrong to defendants Walton and Does 1 - 100 be set aside and declared void as to the plaintiff herein to the extent necessary to satisfy plaintiff's claim in the sum of $1,800,000 plus interest thereon at the maximum rate permitted by law from 1990;

2. That defendants Walton, The Gerald Armstrong Corporation and Does 1 - 100 be restrained from disposing of the property transferred;

3. That a temporary restraining order be granted plaintiff enjoining and restraining defendants Walton, The Gerald Armstrong Corporation and Does 1 - 100, and their representatives, agents, and attorneys from selling, transferring, conveying, or otherwise disposing of any of the property transferred;

4. That the judgment herein be declared a lien on the property transferred;

5. That an order be made declaring that defendants Walton, The Gerald Armstrong Corporation and Does 1-100 hold all of the assets described above in trust for plaintiff.

6. That defendants Walton and Does 1 - 100 be required to account to plaintiff for all profits and proceeds earned from or taken in exchange for the property described above;

ON THE THIRD CAUSE OF ACTION

1. For general damages in the amount of $1,800,000;

2. For exemplary or punitive damages in the sum of $3,000,000;

ON ALL CAUSES OF ACTION AGAINST ALL DEFENDANTS

1. For attorneys fees and costs;

2. For such other and further relief as the court may deem proper.

DATED: July 21, 1993

WILSON, RYAN & CAMPILONGO

BY: _____
Andrew H. Wilson

Laurie J. Bartilson
BOWLES & MOXON

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

VERIFICATION

I, ANDREW H. WILSON, declare as follows:

I am one of the attorneys for the Plaintiff Church of Scientology International in the above-entitled matter. I have read the foregoing Verified Complaint to Set Aside Fraudulent Transsfers and for Damages; Conspiracy and know the contents thereof, which are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe it to be true.

I declare under the penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed on July 21, 1993 at San Francisco, California.

ANDREW H. WILSON

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CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED
APR - 2 2002
JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
BY: K. MAIN, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Plaintiff, vs. GERALD ARMSTRONG, an individual; ROBERT MINTON, an individual; THE LISA McPHERSON TRUST, a for-profit Florida corporation; and DOES 1 THROUGH 50, inclusive, Defendants.	CASE NO. CV 021632 **COMPLAINT FOR DAMAGES FOR:** **(1) BREACH OF CONTRACT;** **(2) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;** **(3) CONSPIRACY TO BREACH CONTRACT AND TO INTERFERE WITH CONTRACTUAL RELATIONS**

INTRODUCTION

1. This action is brought by Plaintiff CHURCH OF SCIENTOLOGY INTERNATIONAL ("CSI") to recover damages for breach of a Mutual Release of All Claims and Settlement Agreement (the "Settlement Agreement") entered into between CSI and Defendant Gerald Armstrong ("Armstrong") on December 6, 1986.

2. Beginning in late 1989, Armstrong systematically began breaching virtually every material covenant to which he had agreed by entering into the Settlement Agreement. In 1992, CSI instituted suit against Armstrong seeking damages for his repeated breaches and provisional and permanent injunctive relief against future breaches.

4/2/02

CSI obtained a monetary judgment and a permanent injunction ("the Injunction") in this Court. Armstrong, who characterizes this Court's Injunction as "illegal" and "unconstitutional," and "a great stupidity," began almost immediately to violate the terms of the Injunction. As a result, Armstrong has been found by this Court to be in contempt on two separate occasions, citing 14 separate violations, and is the subject of two outstanding bench warrants. On July 13, 2001, Armstrong was again found to be in contempt of the Injunction on no less than 131 additional occasions. Armstrong has evaded both the fines and the imprisonment to which he has been sentenced by fleeing the jurisdiction and relocating to British Columbia, Canada.

3. This action seeks redress for a total of 201 breaches of paragraph 7D of the Settlement Agreement. CSI asserts claims for breach of contract against Armstrong, as the contracting party, claims for intentional interference with contractual relations against Defendants Robert Minton and the Lisa McPherson Trust whose financial resources were intended to, and specifically enabled them to act in concert and conspiracy with Armstrong to perpetuate his ongoing contempt of this Court and to violate on virtually a daily basis CSI's contractual rights.

PARTIES

4. Plaintiff CSI is a nonprofit religious corporation organized and existing under the laws of the State of California with its headquarters located in Los Angeles, California.

5. Armstrong, a long-time resident of Marin County, is presently a fugitive from this jurisdiction, having fled the jurisdiction and relocated in Canada to avoid incarceration for his three criminal contempt convictions arising from his wilful, repeated violations of the Injunction, which was entered on May 28, 1992 by this Court, the Honorable Gary Thomas, Superior Court Judge, presiding.

6. Defendant Robert Minton ("Minton") is an individual who maintains multiple residences in Massachusetts, New Hampshire, Florida, and perhaps elsewhere.

7. Despite its deceptive and misleading name, Defendant Lisa McPherson Trust

("LMT") is neither a trust nor any other sort of nonprofit enterprise. LMT, at all times until its dissolution in December 2001, was a for-profit corporation, organized and existing under the laws of the State of Florida, with its principal place of business in Clearwater, Florida. Minton is the founder, sole incorporator, and is the source of the financing of LMT.

8. LMT is, and at all times since its incorporation was, the alter ego of Minton and there exists, and at all times since LMT's incorporation has existed, a unity of interest and ownership between these two defendants such that any separateness between them has ceased to exist, in that Minton has completely controlled, dominated, managed and operated LMT since its incorporation for his own personal benefit.

9. LMT is, and at all times herein mentioned was, a mere shell, instrumentality and conduit through which defendant Minton carried on his own activities in the corporate name, exercising such complete control and dominance of the activities of LMT to such an extent that any individuality or separateness of LMT and Minton does not, and at all relevant times mentioned herein, did not exist. LMT made the barest pretense of adherence to corporate formalities. Indeed, Minton sold his entire interest in LMT to his mistress, Stacy Brooks ("Brooks"), for the sum of one dollar, yet continued to exercise complete control over LMT. Brooks, the President and sole shareholder of LMT, ran its affairs entirely under Minton's direction and for his benefit. Following the nominal transfer of ownership, Minton continued to finance LMT's operations. His control of LMT's finances was illustrated by the fact that he arranged for anonymous donors to transfer in excess of $500,000 to LMT's bank accounts. Upon receipt of these funds by LMT, Brooks immediately paid them out to Minton as a "repayment" of undocumented "loans" now claimed to be owed Minton by LMT.

10. Adherence to the fiction of the separate existence of LMT as an entity distinct and apart from Minton would permit an abuse of the corporate privilege and would promote injustice in that Minton has used LMT as a means of financing, supporting, and enabling Armstrong to breach the Settlement Agreement on virtually a

daily basis.

11. The activities of LMT and Minton are and have been regular and systematic throughout California since its incorporation in 1999. Indeed, seven of LMT's key officials and members of its Advisory Board, as identified in LMT's own materials, are citizens and residents of California, and not resident or officed in Florida. Armstrong himself is a member of LMT's Advisory Board and was a Marin County resident until he absconded to Canada to avoid paying his fines and serving his jail time. Minton, through his own actions and those of his alter ego, LMT, has purposefully flouted an Injunction issued by this Court, thereby directly interfering with the lawful authority of the courts of the State of California.

12. At all relevant times herein Armstrong on the one hand and Minton and LMT on the other hand combined, conspired, and agreed to perform the unlawful acts which are the subject of this Complaint and to conceal from discovery both the unlawful acts and the unlawful, conspiratorial participation of Minton and LMT therein.

13. The true names and capacities of the persons and/or entities that are sued herein as Defendant DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when the same are ascertained. Plaintiff is informed and believes and thereon alleges that each of the DOE Defendants is responsible in some manner for the acts complained of herein.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

14. On December 6, 1986, CSI and Armstrong entered into the Settlement Agreement, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit A. The Settlement Agreement was designed to end, once and for all, bitter litigation, including several separate cases then pending. In consideration for a settlement payment of $800,000, Armstrong and CSI exchanged mutual, general releases. In consideration, Armstrong made various covenants, including the following contained in paragraph 7D of the Settlement Agreement:

> Plaintiff agrees never to create or publish, or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing or broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals or entities listed in Paragraph 1 above. . . . Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach.

15. Beginning in late 1989, Armstrong began breaching his obligations under the Settlement Agreement, including the terms of paragraph 7D. As a result, CSI instituted suit against Armstrong, *Church of Scientology International v. Armstrong*, Marin County Action No. VC 157680 ("Armstrong 1"). Armstrong cross-complained, alleging that CSI had violated the Settlement Agreement and that the Settlement Agreement was void and unenforceable on a variety of grounds. Armstrong's claims were all dismissed as unfounded, and a judgment was entered in favor of CSI against Armstrong for more than $500,000 in damages, interest and costs. In addition, the Court entered a judgment of Injunction against Armstrong barring additional breaches by Armstrong of the Settlement Agreement. Armstrong, who had conveyed away all of the assets which he had, including substantial cash and a residence which he had purchased with the fruits of his $800,000 settlement, and who had subsequently discharged in Bankruptcy the monetary judgment entered against him, proceeded to violate the Injunction at will, resulting in the issuance of contempt orders against him on June 3, 1997, and February 11, 1998, respectively, and bench warrants with respect to those citations on August 6, 1997 and May 15, 1998. (True and correct copies of said orders and bench warrants are attached hereto and incorporated herein by reference as Exhibits B and C respectively.) Armstrong was again found in contempt by Order dated July 13, 2001. (A true and correct copy of this Order is attached hereto and incorporated herein

by reference as Exhibit D.)

16. Armstrong, having fled the jurisdiction, continued his contumacious conduct virtually unabated. Since the February 1998 contempt order, Armstrong made oral statements and statements created and transmitted via e-mail and by "posting" to the Internet newsgroup alt.religion.scientology thus committing more than 200 separate breaches of paragraph 7D of the Settlement Agreement and of the explicit terms of the Injunction. The date of each such breach and a short description of the substance of each is set forth in Exhibit E to this Complaint, and is incorporated herein by reference as if set forth in full.

17. Additionally, in December 1999, Armstrong traveled to Clearwater, Florida at the invitation of Minton and LMT, who paid for the expenses of Armstrong's visit, with the purpose and intent of enabling Armstrong to violate the Agreement including media and other public appearances as part of LMT's anti-Scientology campaign. While in Clearwater, Armstrong appeared at and addressed a gathering assembled and sponsored by LMT, which also produced a videotape of Armstrong's remarks. So brazen was Armstrong that he began his videotaped remarks by acknowledging that his address was prohibited by the Injunction.

18. On December 10, 1999, while still in Florida at the request and expense of Minton and LMT, Armstrong appeared at Radio Station WMNF-AM in Tampa, Florida and gave an interview on that station which violated paragraph 7D.

19. Minton is a self-appointed financial benefactor of persons such as Armstrong who are devoted to destroying the Scientology religion. Minton is also the sole incorporator of LMT, and is the source of funding for LMT's purpose – the demise of the Scientology religion. One of the earliest manifestations of his commitment to harm and act against the Scientology religion was Minton's offer, in March of 1996, of the sum of $360,000 for information leading to a revocation of the tax-exempt status of Scientology churches. At approximately that time, Minton also gave substantial sums to California residents Grady Ward and Keith Henson, who were defendants in copyright actions

brought to protect Scientology's intellectual property rights.

20. In late 1997, Minton became a director of FACTNet, a corporation whose purpose is to maintain a library of negative and misleading, often utterly false, materials regarding the Church of Scientology. In 1999, Minton resigned as a director of FACTNet and in November of that year formed LMT.

21. Minton was first given notice of the Settlement Agreement and its terms by letter dated January 14, 1998 from counsel for CSI, which enclosed a copy of the permanent injunction issued against Armstrong "and those acting in concert" with him.

22. Upon facts not fully ascertained until the summer of 2000, it was in or about January 1998, Minton paid Armstrong at least $90,000, of which at least $25,000 was, by secret agreement between Minton and Armstrong, for the specific purpose of financing Armstrong's breaches of paragraph 7D of the Settlement Agreement.

23. In December 1999, when LMT was formed, Minton invited Armstrong to become a member of LMT's "Advisory Committee," with the knowledge that Armstrong's participation in that committee would of necessity involve a violation of the Agreement. Armstrong, in turn, served on the committee continuously through 2001 and, in furtherance of their conspiracy, repeatedly violated the Agreement by promoting LMT's anti-Scientology agenda through hundreds of Internet postings as well as media and other public appearances. Minton and his alter ego, LMT, were aware that Armstrong's primary means for violating paragraph 7D of the Settlement Agreement was by e-mail and postings to the newsgroup alt.religion.scientology. In December of 1999, in addition to earlier monetary payment or payments to Armstrong, Minton or his alter ego, LMT, purchased a computer for Armstrong for the specific purpose of using it to make publications of writings about CSI and other beneficiaries of the Settlement Agreement in violation of that Agreement and in furtherance of the conspiratorial scheme alleged above. Armstrong has testified in other proceedings that Minton knew at the time that the computer would be used in this fashion and gave it to Armstrong for exactly that unlawful purpose.

24. In June 2000, Armstrong traveled to Germany to attend a public ceremony where Minton was presented with an award for his anti-Scientology activities by a small group of like-minded extremists. During this trip, Armstrong met with media representatives and engaged in further breaches of the Settlement Agreement. On information and belief, these travels and actions were financed and supported by Minton, individually or through his alter ego, the LMT, with the knowledge that Armstrong would use this opportunity to further violate the Settlement Agreement.

25. From May through July of 2001, Armstrong traveled to Russia, Germany, Denmark, the United Kingdom, and other countries where he met with media personnel and made numerous public statements in violation of the Settlement Agreement. On information and belief, these travels and actions were financed and supported by Minton, individually or through his alter ego, the LMT, with the knowledge that Armstrong would use this opportunity to further violate the Settlement Agreement by making numerous public appearances where these violations occurred, including in Leipzig, Germany where Armstrong publicly appeared with Minton, Brooks and other LMT employees. Minton encouraged Armstrong in the above violations.

FIRST CAUSE OF ACTION
(Breach of Contract of Gerald Armstrong)

26. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 25, inclusive.

27. By reason of the facts alleged in paragraphs 15, 16, and 17 above, Armstrong has committed 201 separate and distinct breaches of paragraph 7D of the Settlement Agreement, as a result of which CSI is entitled to liquidated damages of $50,000 for each such breach, totaling $ 10,050,000.

SECOND CAUSE OF ACTION
(Intentional Interference with Contractual Relations Against Robert Minton and LMT)

28. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 25, inclusive, and paragraph 27 above.

29. By reason of the facts set forth above, Minton and LMT had knowledge and notice of both the Settlement Agreement and the Injunction and nonetheless wilfully, deliberately, and maliciously aided and financially rewarded and enabled Armstrong to breach his contractual obligations, as alleged in paragraphs 15, 16, 17 and 24 above. Minton's intention in making payments to Armstrong and in causing LMT to make payments to Armstrong was to provide Armstrong with the financial wherewithal to allow him to continue his admitted breaches of the Settlement Agreement, to reward him for his earlier breaches, and to frustrate CSI and deny it the benefits of the Settlement Agreement to which it was and is entitled. In addition, in December 1999, Minton gave a computer to Armstrong as a reward for Armstrong's past breaches and to assist Armstrong to continue breaching paragraph 7D of the Settlement Agreement through e-mails and postings to the newsgroup alt.religion.scientology, thereby further frustrating CSI's efforts to obtain the benefits of the Settlement Agreement to which it was and is entitled.

30. As a direct and proximate result of the conduct of Minton and LMT as alleged above, CSI has been damaged in an amount in excess of the jurisdictional minimum of this Court, the exact amount of which will be proven at trial.

31. Minton and LMT harbor actual ill will and malice toward Plaintiff, and interfered with CSI's enjoyment of the benefits to which it was and is entitled under the Settlement Agreement as alleged above as part of Minton's and LMT's avowed plan to destroy the Scientology religion. Such conduct is wilful, malicious and despicable, and justifies an award of punitive damages in accordance with proof.

THIRD CAUSE OF ACTION

(Conspiracy to Breach Contract And To Interfere With Contractual Relations Against Gerald Armstrong, Robert Minton and LMT)

32. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 25, inclusive.

33. As alleged in the First and Second Causes of Action, Defendants agreed and knowingly and wilfully conspired between themselves to enable Armstrong to breach his

contractual obligations and deliberately interfered with the contractual relations between Plaintiff and Armstrong and did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and agreement as alleged above.

34. As a proximate result of the wrongful acts herein alleged, Plaintiff has been generally damaged in a sum to be proven at trial.

35. Further, at all times herein alleged, Defendants knew of the provisions of Plaintiff's Settlement Agreement with Armstrong. Notwithstanding this knowledge, the Defendants intentionally, wilfully, fraudulently and maliciously did the things herein alleged to defraud and oppress Plaintiff. Plaintiff is therefore entitled to exemplary or punitive damages in the sum of One Million Dollars ($1,000,000).

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

1. For damages in the amount of $ 10,050,000 for the breaches alleged in the First Cause of Action;

2. For damages in accordance with proof on the Second and Third Causes of Action;

3. For punitive and exemplary damages on the Second and Third Causes of Action;

4. For costs of suit herein; and

5. For such other and further relief as the Court may deem just and equitable.

Dated: April 2, 2002

Respectfully submitted,

WILSON CAMPILONGO LLP

By: _____
Andrew H. Wilson
Shauna T. Rajkowski

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

EXHIBIT A

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.

Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1986

GERALD ARMSTRONG

Witness

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:

MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

for
CHURCH OF SCIENTOLOGY INTERNATIONAL

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

AFFIDAVIT OF GERALD ARMSTRONG

I, GERALD ARMSTRONG, being duly sworn, depose and state as follows:

1. The following statements are made voluntarily, of my own free will, and after full consultation with my attorneys, Michael Flynn and Bruce Bunch.

2. I hereby acknowledge the consummation of a Mutual Release and Agreement reached between myself and the Church of Scientology International.

3. In accordance with the terms of said Mutual Release and Agreement, I hereby state that I have returned to the Church of Scientology International all "documents" of any nature in my possession, custody or control relating to the practices of Dianetics or Scientology, all evidence of any nature acquired or retained for the purpose of any lawsuit or for any other purpose concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, any financial or administrative materials concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, and any materials relating to L. Ron Hubbard, his family, or his estate.

4. The term "documents" as used herein includes but is not limited to all originals, copies and copies derived from but not identical to the original, no matter how prepared, and

all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

a. Memoranda, notes, calendars, appointment books, shorthand or stenographer's notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;

b. Drafts or notes, whether typed, penciled or otherwise, whether or not used;

c. Minutes, reports or summaries of meetings;

d. Contracts, agreements, understandings, commitments, proposals or other business records;

e. Recordings, transcriptions or memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;

f. Dictated tapes or other sound recordings;

g. Computer printouts or reports and the applicable program or programs therefor;

h. Tapes, computer disks, cards, or any other means by which data is stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or programs therefor (from which the undersigned may reproduce or cause to be reproduced such data in written form);

i. Pictures, drawings, photographs, slides, films, negatives, charts or other graphic representations;

j. Checks, bills, notes, receipts, or other evidence of payment;

k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets or statements of accounts.

l. Any publications by the Church of Scientology of California, by Bridge Publications, or by New Era Publications, Inc. or any other Church of Scientology or related entity or individual.

5. The Foregoing Excludes attorney/client correspondence.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

GERALD ARMSTRONG

Sworn and subscribed to before me
this 6TH day of December, 1986,
at Los Angeles, California.

Jo-Ann A Richardson
Notary Public for the State California

OFFICIAL SEAL
JO-ANN A RICHARDSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires OCT 5, 1987

EXHIBIT B

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street
Suite 450
San Francisco, California 94104
(415) 391-3900

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED

JUN 05 1997

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: C. Baker, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152229 ORDER OF CONTEMPT

The contempt proceedings against Defendant GERALD ARMSTRONG came on for hearing by the Court on May 23, 1997 pursuant to this Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 18, 1997, and further pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO SHOW CAUSE RE CONTEMPT issued on March 5, 1997. Petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL appeared by its counsel, Andrew H. Wilson. Defendant ARMSTRONG did not appear nor did Defendant file any opposition or evidence.

GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

1. On October 17, 1995 this Court entered an Order of Permanent Injunction against ARMSTRONG (the "Order") following motions for summary adjudication brought by Plaintiff. This

EXHIBIT A

Order was later incorporated into a judgment entered against Mr. Armstrong on May 2, 1996 (the "Judgment"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and from creating or publishing "works" discussing any of the Beneficiaries. One of the Beneficiaries is a corporation known as Religious Technology Center ("RTC").

2. The Order was valid when rendered and remains fully enforceable, notwithstanding ARMSTRONG's appeal of the Judgment. The filing of a Notice of Appeal does not render a valid order unenforceable.

3. ARMSTRONG had knowledge of the Order. ARMSTRONG's counsel appeared at the hearing pertaining to the Order and received Notice of Entry. ARMSTRONG also received a Notice of Entry of Order which was served on his counsel. ARMSTRONG's actual knowledge of the Order is also shown by the fact that ARMSTRONG himself signed and filed a Notice of Appeal of the Judgment.

4. ARMSTRONG had the ability to comply with the Order. The Order was specific. It prohibited ARMSTRONG from voluntarily assisting any person arbitrating or litigating adversely to the Beneficiaries and also prohibited ARMSTRONG from facilitating in any manner the creation, publication, broadcast, writing, electronic recording or reproduction of various documentary works. There has been no suggestion, and certainly no showing by ARMSTRONG, that he is incapable of complying with the Order.

///

EXHIBIT A

5. ARMSTRONG willfully disobeyed the Order. On or about January 26, 1997, ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to United States District Judge Ronald M. Whyte. Judge Whyte was at the time presiding over three cases in which the plaintiff is RTC. In the Declaration, ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. This evidences ARMSTRONG's willful disobedience of the Order and Judgment.

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is guilty of Contempt of Court for a failure to obey the Order and Judgment by sending the Declaration, as described above, to Judge White. As set forth above, the Order was valid and enforceable; ARMSTRONG had knowledge of the Order, had the ability to comply with the Order and willfully disobeyed the Order.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is to be punished for the foregoing contempt by a fine of $1,000.00 and confinement in the County Jail for a period not to exceed 48 hours.

Dated: JUN 03 1997

GARY W. THOMAS
JUDGE OF THE SUPERIOR COURT

docs\pk\uc42.003\contempt.ord

EXHIBIT

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FILED

FEB 20 1998

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: T. Olsen, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION, a California for-profit corporation; DOES 1 through 100, inclusive, Defendants.	CASE NO. 152229 CASE NO. 157680 (CONSOLIDATED) SECOND ORDER OF CONTEMPT

The second post-judgment contempt proceedings against Defendant GERALD ARMSTRONG, on the Court's Order to Show Cause issued on December 2, 1997, came before this Court on January 30, 1998 at approximately 1:45 p.m. Defendant Armstrong failed to appear. The Court has reviewed all papers submitted and has taken oral argument.

GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

WILSON, RYA CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1. On October 17, 1995, this Court entered an Order of Permanent Injunction against Armstrong (the "Order") and subsequently incorporated the Order into a judgment entered against Armstrong on May 2, 1996 (the "Judgment"). By this Court's Order, Armstrong is prohibited from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries"; from "facilitating in any manner the creation, publication, broadcast, writing, filming, audio recording, video recording, electronic recording or reproduction of any kind of any book, article, film, television program, radio program, treatment, declaration, screenplay or other literary, artistic or documentary work of any kind which discusses, refers to or mentions Scientology, the Church, and/or any of the Beneficiaries"; and from discussing with anyone, not a member of Armstrong's immediate family or his attorney, Scientology, the Church, and/or any of the Beneficiaries".

2. The Order was valid when rendered and remains fully valid and enforceable. The Court notes that Armstrong's appeal of the Judgment has been dismissed. The Court notes further, however, that even during the pendency of Armstrong's appeal, he was obligated to obey the lawful Order of this Court.

3. Armstrong had knowledge of the Order and, further, that he had the ability to comply with the Order. The Order was specific as to the restrictions it imposed upon Armstrong. There has been no showing, nor suggestion, that he is incapable of complying with the Order. Rather there is ample evidence before this Court that Armstrong has knowingly and deliberately chosen to breach and/or disregard this Court's Order, on numerous occasions.

4. Upon review of the full record before it, this Court has determined that Armstrong has willfully disobeyed the Order. The Court has determined that in thirteen (13) separate incidents between September 2, 1997 and November 26, 1997, Armstrong knowingly and willfully disobeyed the Order of this Court, as follows:

(a) On or about September 2, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which

discussed CSI and other beneficiaries of the Settlement Agreement. See Declaration of Andrew H. Wilson in support of Ex Parte Application for Order to Show Cause re Contempt, Exhibit E.

(b) On or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit F.

(c) On or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit G.

(d) Also on or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit H.

(e) On or about October 20, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration. Exhibit I.

(f) Also on or about October 20, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit J.

(g) On or about October 23, 1997, Armstrong caused to be widely disseminated by means of the Internet a letter written to the Hon. Alfonse D'Amato concerning the efforts of CSI to combat religious discrimination in Germany. This action constituted the publication and/or broadcast of a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit K.

(h) In or about early October, 1997, in violation of the Order, Armstrong voluntarily and willingly participated in a videotaped interview during which he violated the

terms of the above referenced Judgment. Armstrong was informed prior to the interview that it was being recorded for broadcast on British television. See Wilson declaration, Exhibit C.

(i) In or about October, 1997, Armstrong gave a speech on or about October 26, 1997. In that speech, Armstrong violated the Injunction and the above referenced judgment

(j) During that same visit, Armstrong gave an interview to the Berliner *Zeitung*, resulting in an article in that publication, an examination of which article clearly shows that the interview given violated the Injunction. See Wilson declaration, Exhibits M and N.

(k) On October 28, 1997, Armstrong traveled to Hamburg, Germany where he appeared at a public event. During which, Armstrong committed further violations of the terms of the Judgment, as reprinted in the October 28th edition of the *Frankfurter Rundschau*. See Wilson declaration, Exhibits P.

(l) Also on this trip to Germany, Armstrong gave interviews to at least three television interviewers resulting in broadcasts on Germany TV channels N-TV, B1 TV and SAT 1 TV. In addition to this, Armstrong was interviewed by the regional newspaper *Taz*. resulting in the article of October 28. 1997. See Wilson declaration, Exhibits Q and R.

(m) On that date November 26, 1997, Armstrong created another Internet posting which purported to be a verbatim transcription of a complaint which Armstrong had recently filed in the United States District court for the District of Nevada. See Wilson declaration, Exhibit S. This complaint is a "documentary work" concerning a "beneficiary" as contemplated by the Order while the filing of this complaint is privileged, its publication on the Internet is not and is a violation of the terms of the Judgment.

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant Armstrong is guilty of 13 separate acts of Contempt of Court for his repeated failures to obey the Order and Judgment. As set forth above, the Order at all times was and remains valid and enforceable; Armstrong had knowledge of the Order, and the ability to comply with this Order. He willfully and repeatedly disobeyed the Court's Order.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Defendant Gerald

Armstrong is to be punished for the foregoing contempt by a fine of $200 for each separate violation (for a total of $2,600) and confinement in the County Jail for a period of two days (48 hours) for each separate violation (for a total of 26 days). Armstrong is to surrender himself to Marin County law enforcement officers for the enforcement of said penalties on or before February 10, 1998. Should Armstrong fail to do so, a bench warrant will be issued for his immediate arrest and incarceration until the fines imposed for his acts of contempt are satisfied. Should such a bench warrant be necessary, bail on the warrant is set at $10,000 (ten thousand dollars).

DATED: 2-11-98, 1998.

GARY W. THOMAS

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

ORIGINAL

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Attorneys for Plaintiff
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. 152229 BENCH WARRANT (CIVIL)

The People of the State of California to any peace officer of this state:

On October 17, 1995 this Court entered an Order of Permanent Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and prohibiting "works" discussing any of the Beneficiaries. The Order was valid. ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to comply with the Order.

ARMSTRONG willfully disobeyed the Order on thirteen (13) separate occasions between September 2, 1997 and November 26, 1997, which were brought to the attention of this court on December 2, 1997 which on that date issued an Order to Show Cause re Contempt for those

violations. Said OSC re Contempt was heard by the Hon Gary W. Thomas on January 30, 1998 and, on February 11, 1998 Judge Thomas signed the SECOND ORDER OF CONTEMPT, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit A.

YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG whose last known address: 715 Sir Francis Drake Boulevard, San Anselmo, CA 94960-1949 and bring him before this Court to show cause why he should not be punished for contempt for disobeying the mandate of this Court.

Arrest under this bench warrant may be made at any time of the day or night.

Bail is fixed in the sum of $ 10,000 (and pursuant to the ORDER OF CONTEMPT, including a fine of $2600.00 and confinement in the County Jail for a period not to exceed 26 days).

IT IS SO ORDERED

Date: JUL 16 98

JUDGE OF THE SUPERIOR COURT

SCI02-003.Bench Warrant

ANDREW H. WILSON SBN 063209
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152229 BENCH WARRANT (Civil) BY FAX

The People of the State of California to any peace officer of this state:

On October 17, 1995, this Court entered an Order of Permanent Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and prohibiting "works" discussing any of the Beneficiaries. The Order was valid. ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to comply with the Order.

ARMSTRONG willfully disobeyed the Order by sending a declaration to Judge White.

The Contempt proceedings against ARMSTRONG came on for hearing by the above-referenced Court on May 23, 1997 pursuant to this

WILSON CAMPILONGO LLP
115 Sansome Street, Suite 400
San Francisco, California 94104

Filed By Fax & File

Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 18, 1997, and pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO SHOW CAUSE RE CONTEMPT issued on March 5, 1997. ARMSTRONG did not appear nor did ARMSTRONG file any opposition or evidence. An ORDER OF CONTEMPT was issued by this Court on June 5, 1997 (A true and correct copy of this order is attached and highlighted here as Exhibit A).

YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG whose last known address: 715 Sir Francis Drake Boulevard, San Anselmo, CA 94960-1949 and bring him before this Court to show cause why he should not be punished for contempt for disobeying the mandate of this Court.

Arrest under this bench warrant may be made at any time of the day or night.

Bail is fixed in the sum of $ 5,000 (and pursuant to the ORDER OF CONTEMPT, including a fine of $1000.00 and confinement in the County Jail for a period not to exceed 48 hours).

IT IS SO ORDERED

Dated: Aug. 6, 1997

Gary W. Thomas
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

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FILED

JUL 13 2001

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Minkiewicz, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Plaintiff, vs. GERALD ARMSTRONG, et al. Defendants.	CASE NO. 152229 ORDER OF CONTEMPT Date: January 17, 2001 Time: 9:30 a.m. Dept: 6

Contempt proceedings against Defendant GERALD ARMSTRONG ("ARMSTRONG") came on regularly for hearing by the Court, the Honorable Vernon F. Smith, Superior Court Judge, presiding, on January 17, 2001, pursuant to this Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on December 3, 2000. Petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL appeared by its counsel, Andrew H. Wilson of Wilson Campilongo LLP. Defendant ARMSTRONG made no appearance;

however, acting on his own behalf, he did file a lengthy opposition and a sworn declaration dated January 9, 2001.

Having considered the record and the papers submitted by the parties, and having entertained the argument of counsel who appeared, and being fully informed, and GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

1. On October 17, 1995, this Court entered an Order of Permanent Injunction against ARMSTRONG (the "Order") after granting motions for summary adjudication of issues brought by Plaintiff. (Attached hereto as Exhibit A.) The Order was later incorporated into a judgment entered against ARMSTRONG on May 2, 1996 (the "Judgment", attached hereto as Exhibit B.). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" named in the valid and binding contract upon which Plaintiff's claims were based and prohibits ARMSTRONG from creating or publishing "works" discussing any of those Beneficiaries. One of the Beneficiaries is the petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL.

2. The Order was valid when entered and remains fully enforceable. ~~Although ARMSTRONG filed a Notice of Appeal from the underlying judgment, that Notice of Appeal is irrelevant to the proceedings~~. ARMSTRONG's appeal was dismissed on December 23, 1997 ~~on the ground of the so-called "fugitive disentitlement doctrine,~~" ~~based upon the fact that ARMSTRONG, having already been adjudged in contempt of the Order and the subject of a bench warrant, had fled the jurisdiction and relocated to Canada~~. (A true and correct copy of the Court of Appeal's dismissal of Armstrong's appeal is attached hereto as Exhibit C).

3. ARMSTRONG had notice and knowledge of the Order. ARMSTRONG's counsel appeared at the hearing pertaining to the Order and received the Notice of Entry. (Attached hereto as Exhibit D is a copy of the first 2 pages of the Reporter's Transcript of the proceedings of October 6, 1995). ARMSTRONG also received a Notice of Ruling dated October 18, 1995 which was served on his counsel. (A copy of the Notice of Ruling

is attached hereto as Exhibit E.) ARMSTRONG's actual knowledge of the Order is also shown by the statements made concerning the Judgment in paragraphs 1-4 and 15 of his January 9, 2001 declaration and his references to the Notice of Appeal of the Judgment.

4. ARMSTRONG had the ability to comply with the Order. The Order is specific and unambiguous. It prohibits ARMSTRONG from voluntarily assisting any person arbitrating or litigating adversely to the Beneficiaries and also prohibits ARMSTRONG from facilitating in any manner or participating in the creation, publication, broadcast, writing, electronic recording or reproduction of works discussing those Beneficiaries. There has been no suggestion, and certainly no showing by ARMSTRONG, that he is incapable of complying with the Order.

5. ARMSTRONG repeatedly, willfully and intentionally disobeyed the Order:

(a) On June 5, 1997, the Court found ARMSTRONG in contempt for violations of the Order, sentencing him to 2 days in jail and a fine of $1,000. (Attached hereto as Exhibit F.) A bench warrant was subsequently issued for Armstrong's arrest. (A copy of which is attached hereto as Exhibit G.)

(b) ARMSTRONG continued to violate the Order, and on February 20, 1998, he was again found in contempt. The Court sentenced him to an additional 26 days in jail and a fine of $2,600. (Attached hereto as Exhibit H.) On May 15, 1998, a second bench warrant was issued. (Attached hereto as Exhibit I.) Armstrong has not served either sentence and has left the State of California.

(c) Petitioner has shown that: (1) During the period of February 20, 1998 to July 10, 2000, ARMSTRONG made a total of 131 postings on the Internet, each of which violated one or more provisions of the Injunction; (2) ARMSTRONG traveled to Clearwater, Florida and on December 5, 1999 spoke in direct violation of the Order before a public gathering sponsored by an organization known as the Lisa McPherson Trust; and (3) ARMSTRONG traveled to Tampa, Florida and on December 10, 1999 gave an interview on radio station WMNF-AM, during which he again violated the terms of the Order.

(d) ARMSTRONG did not deny these violations. In his January 9, 2001 declaration under penalty of perjury, ARMSTRONG stated, "I have violated Scientology's Injunction thousands of times since former Marin County Superior Court Judge [Gary Thomas] signed it in October, 1995."

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is guilty of Contempt of Court for his intentional and willful failures to obey the Order as described above. As set forth above, the Order is valid and enforceable; ARMSTRONG had notice and knowledge of the Order, had the ability to comply with the Order and repeatedly and admittedly willfully disobeyed the Order. The Court notes that there are two outstanding Bench Warrants which resulted from two previous contempt convictions which also arose out of ARMSTRONG's violations of the Order. The Court will not impose a specific punishment at this time. However, this Court retains jurisdiction and at such time as ARMSTRONG is apprehended, he is to be brought before this Court for the consideration of additional sanctions for the aforesaid acts of contempt after hearing from both sides.

Dated: JUL 12 2001

VERNON F. SMITH
JUDGE OF THE SUPERIOR COURT

EXHIBIT E

ARMSTRONG BREACHES OF SETTLEMENT AGREEMENT

INTERNET POSTINGS:

1.	1 Mar 1998	Posting by Armstrong in response to Roland Rashleigh-Berry. Armstrong describes his alleged experiences when he worked in Public Relations in Scientology in the 1970s.
2.	5 Mar 1998	Posting by Armstrong in which he posts a derogatory affidavit which he had written regarding Scientology that he had submitted to Revenue Canada.
3.	21 May 1998	Posting by Armstrong critical of the Church of Scientology.
4.	22 May 1998	Posting by Armstrong which includes a declaration by Armstrong, filed in another case, in which he discusses his alleged background in Scientology and makes various accusations against the Church.
5.	16 Jul 1998	Posting by Armstrong critical of the Church and Church executives.
6.	27 Aug 1998	Posting by Armstrong critical of Mr. Hubbard and his schooling.
7.	5 Sept 1998	Posting by Armstrong regarding the dismissal of his lawsuit against CSI in Nevada, his status as a fugitive from justice, and his criticism of the California justice system.
8.	24 Sept 1998	Posting by Armstrong regarding Grady Ward, a copyright infringer against the Church, where Armstrong wants to meet Ward and discuss their litigation and have Ward testify against the Church in Armstrong's opposition to a finding of his contempt of court.
9.	25 Sept 1998	Posting by Armstrong offering to be an expert witness for Grady Ward in the suit brought against Ward for violating copyrights of Scientology materials.
10.	30 Sept 1998	Posting by Armstrong critical of Scientology spiritual practices.
11.	17 Nov 1998	Posting by Armstrong of his declaration claiming that the Church caused him to be detained by police in San Anselmo, California.

12.	27 Nov 1998	Posting by Armstrong in which he claims that no one who has communicated with him has been sued or will be sued pursuant to the injunction against him. Armstrong admits that he has communicated with other media entities and individuals about Scientology and his experiences.
13.	24 Dec 1998	Posting by Armstrong where he talks about setting up a national level debate or hearing about Scientology.
14.	24 Dec 1998	Posting by Armstrong suggesting that a compilation of letters critical of the Church be given out at future protests or to the media.
15.	8 Jan 1999	Posting by Armstrong in response to posting by Ralph Hilton, another former Scientologist whom Armstrong allegedly knew, discussing Armstrong's recollection of events from his days in the Church.
16.	12 Jan 1999	Posting by Armstrong in which he comments on past postings he made about Scientologists.
17.	12 Jan 1999	Posting by Armstrong responding to Rick Larsen, concerning a personality test used in Scientology churches.
18.	12 Jan 1999	Posting by Armstrong about a fire that occurred when Armstrong was in one church in Clearwater, Florida.
19.	12 Jan 1999	Posting by Armstrong responding to "John D.", saying he is writing a book critical of Scientology, and criticizing the Permanent Injunction.
20.	16 Jan 1999	Posting by Armstrong critical of Scientologists making donations for religious service.
21.	18 Jan 1999	Posting by Armstrong, as a continuation of the previous posting, comparing Scientology and Christianity.
22.	22 Feb 1999	Posting by Armstrong discussing ARS and how it is a hot bed of anti-Scientology sentiments and it "is bringing the gospel" to Scientologists.

23.	22 Feb 1999	Posting by Armstrong attempting to provoke a "response" from the psychiatric community against the Church.
24.	6 Mar 1999	Posting by Armstrong re his experiences with William Broderick who he knew when they were both in Scientology.
25.	17 Mar 1999	Posting by Armstrong responding to Rob Clark, and explaining what one of Armstrong's positions was when he was a Church staff member.
26.	20 Mar 1999	Posting by Armstrong which quotes an attacker of the Church.
27.	21 Mar 1999	Posting by Armstrong with a number of reasons why he claims Scientology won't succeed.
28.	21 Mar 1999	Posting by Armstrong where he describes actions he allegedly performed during a project while working on Church staff.
29.	22 Mar 1999	Posting by Armstrong where he makes allegations about Vicki Aznaran, a former Scientologist who sued the Church and later settled.
30.	28 Mar 1999	Posting by Armstrong re Mr. Hubbard's military service which Armstrong supposedly knew about and which was mentioned in his earlier litigation with the Church.
31.	28 Mar 1999	Posting by Armstrong of the Settlement Agreement signed on 3-19-99 in a suit brought by Scientology entities for copyright infringement, including Armstrong's own comments about Scientology and that case.
32.	2 April 1999	Posting by Armstrong critical of a Church executive.
33.	3 April 1999	Posting by Armstrong attacking the Church and its news journal, Freedom Magazine.
34.	3 April 1999	Posting by Armstrong criticizing certain Scientology practices and writings.
35.	4 April 1999	Posting by Armstrong criticizing Mr. Hubbard.

36.	4 April 1999	Posting by Armstrong regarding documents he allegedly saw while he was a Church staff member.
37.	7 April 1999	Posting by Armstrong regarding a web page allegedly put up by Scientologists.
38.	11 Apr 1999	Posting by Armstrong stating that opposition to "Scientology the religion" and distribution of their "sacred scriptures" is protected religious expression and pickets are tax deductible religious contributions.
39.	19 Apr 1999	Posting by Armstrong concerning a Church staff member from the early 1980's.
40.	20 Apr 1999	Posting by Armstrong containing allegations about Mr. Hubbard.
41.	20 Apr 1999	Posting by Armstrong commenting on a letter from Grady Ward to a Church attorney, including allegations about his own settlement with the Church.
42.	20 Apr 1999	Posting by Armstrong ridiculing certain Scientology beliefs.
43.	20 Apr 1999	Posting by Armstrong denigrating Scientology and its leadership.
44.	22 Apr 1999	Posting by Armstrong concerning the alleged handling of PR and legal matters by Church officials.
45.	27 Apr 1999	Posting by Armstrong containing various accusations against Scientologists.
46.	1 May 1999	Posting by Armstrong concerning alleged actions by Scientologists.
47.	2 May 1999	Posting by Armstrong commenting on the settlement of a suit between Dennis Erlich and Scientology entities.
48.	4 May 1999	Posting by Armstrong advocating public hearings on Scientology.
49.	8 May 1999	Posting by Armstrong in which he guesses how much Dennis Erlich received in his settlement with the Church.
50.	24 May 1999	Posting by Armstrong responding to Carol Eidge and offering to help remove her children from Scientology.

51.	24 May 1999	Posting by Armstrong concerning an individual who was allegedly involved in Scientology in the 1950's and 60's.
52.	3 Jun 1999	Posting by Armstrong commenting about the IRS having granted tax exemption to Scientology churches.
53.	6 Jun 1999	Posting by Armstrong about an alleged former Scientologist.
54.	6 Jun 1999	Posting by Armstrong giving advice to another Internet poster and offering his own experience in Scientology as an example.
55.	15 Jun 1999	Posting by Armstrong giving legal advice to a person in relation to Scientology.
56.	28 Jun 1999	Posting by Armstrong suggesting a demonstration at the governor's office in Sacramento against Scientology.
57.	28 Jun 1999	Posting by Armstrong in which he makes allegations about Scientology management and suggests various actions to be taken against it.
58.	30 Jun 1999	Posting by Armstrong containing various allegations about Scientology.
59.	1 Jul 1999	Posting by Armstrong concerning alleged forgeries by Scientologists on the Internet.
60.	4 Jul 1999	Posting by Armstrong concerning an early Scientologist, whom he interviewed when he was a Church staff member.
61.	7 Jul 1999	Posting by Armstrong concerning his time in Scientology.
62.	11 Jul 1999	Posting by Armstrong offering himself as a percipient and expert witness in a civil suit against a Scientology church.
63.	12 Jul 1999	Posting by Armstrong about searching for documents relevant to litigation against the Church.
64.	17 Jul 1999	Posting by Armstrong about a "solution to the Scientology problem".

65.	18 Jul 1999	Posting by Armstrong about the "sporgeries" on the Internet and various accusations about Scientologists.
66.	20 Jul 1999	Posting by Armstrong concerning his experiences on Church staff and Scientologists' beliefs about Mr. Hubbard.
67.	20 Jul 1999	Posting by Armstrong concerning writings by Mr. Hubbard.
68.	8 Aug 1999	Posting by Armstrong concerning apostate Stacy Brooks; suing a senior Scientology church; upper Scientology management and the corporate structure of the Church.
69.	9 Aug 1999	Posting by Armstrong containing allegations about how the Church deals with its opponents.
70.	9 Aug 1999	Posting by Armstrong about Mr. Hubbard.
71.	9 Aug 1999	Posting by Armstrong commenting on statements by Mr. Hubbard about drugs.
72.	17 Aug 1999	Posting by Armstrong in which he reposts a letter by attacker Garry Scarff regarding an attorney who represents him in legal matters concerning the Church.
73.	17 Aug 1999	Posting by Armstrong concerning Mr. Hubbard and quoting from Scientology scripture.
74.	17 Aug 1999	Posting by Armstrong about some of his alleged experiences in the Church.
75.	17 Aug 1999	Posting by Armstrong about a declaration he wrote concerning Scientology.
76.	18 Aug 1999	Posting by Armstrong promoting books critical about Scientology.
77.	10 Sept 1999	Posting by Armstrong commenting on postings about others' alleged experiences in Scientology.
78.	12 Sept 1999	Posting by Armstrong about posters who are critical of Scientology.

79.	16 Sept 1999	Posting by Armstrong concerning an essay contest sponsored by Robert Minton for critics of Scientology and whether Armstrong should participate.
80.	28 Sept 1999	Posting by Armstrong criticizing Mr. Hubbard and Scientology scripture.
81.	28 Sept 1999	Posting by Armstrong criticizing Scientologists.
82.	29 Sept 1999	Posting by Armstrong urging Scientologists to get out of Scientology.
83.	30 Sept 1999	Posting by Armstrong asserting that Scientology is not spiritual.
84.	1 Oct 1999	Posting by Armstrong saying he does many things to get Scientologists to leave Scientology.
85.	1 Oct 1999	Posting by Armstrong about Scientologists' ethics.
86.	1 Oct 1999	Posting by Armstrong criticizing a senior Scientologist.
87.	2 Oct 1999	Posting by Armstrong concerning folders used in connection with Scientology counseling.
88.	2 Oct 1999	Posting by Armstrong alleging he has documentation concerning use of Scientology counseling folders.
89.	2 Oct 1999	Posting by Armstrong concerning the Scientology church in Belgium.
90.	2 Oct 1999	Posting by Armstrong about getting anti-Scientology literature passed around.
91.	2 Oct 1999	Posting by Armstrong in which he responds to derogatory statements of another regarding Scientology practices.
92.	7 Oct 1999	Posting by Armstrong making contemptuous statements about Scientology organizations.
93.	7 Oct 1999	Posting by Armstrong about Scientology scriptures being posted on the Internet.

94.	7 Oct 1999	Posting by Armstrong about hate sites on the Internet and attempting to get a Scientologist to leave the Church.
95.	9 Oct 1999	Posting by Armstrong about people who he believes work for the Church.
96.	9 Oct 1999	Posting by Armstrong in which he posts a news release announcing the judgment entered against him in Marin County for breaching the settlement agreement with the Church, along with his comments on this.
97.	12 Oct 1999	Posting by Armstrong about asking questions to a new Scientology web site.
98.	12 Oct 1999	Posting by Armstrong offering to send someone a write up on what he had read in Mr. Hubbard's unpublished book "Excalibur."
99.	1 Nov 1999	Posting by Armstrong responding to Bob Minton's description of his arrest in Clearwater, Florida on charges of committing battery against a Scientologist.
100.	2 Nov 1999	Posting by Armstrong attempting to blame Scientologists for Minton being arrested.
101.	6 Nov 1999	Posting by Armstrong about the Church's alleged attempts to deal with critics.
102.	29 Nov 1999	Posting by Armstrong saying that the Church and its leaders are unfair.
103.	1 Dec 1999	Posting by Armstrong regarding a news reporter who has written about the Church in the past.
104.	9 Dec 1999	Posting by Armstrong talking about the picketing he recently participated in in Clearwater, and the speeches delivered by Church antagonists.
105.	25 Dec 1999	Posting by Armstrong in which he defends Bob Minton and makes derogatory statements about Scientology beliefs.
106.	30 Dec 1999	Posting by Armstrong in which he answers questions about a person he knew in Scientology in the 70s.

107.	30 Dec 1999	Posting by Armstrong in which he posts a portion of the Congressional Record containing requests for the US to resolve the religious discrimination in Germany. Armstrong enters his own negative comments about Scientology.
108.	31 Dec 1999	Posting by Armstrong speaking derogatorily about Scientology and saying that the Scientology organizations and technology should be dismantled.
109.	31 Dec 1999	Posting by Armstrong in which he claims he is an expert in the subject of Scientology.
110.	3 Jan 2000	Posting by Armstrong recounting alleged incidents from when he was a Church staff member.
111.	3 Jan 2000	Posting by Armstrong regarding mental illness and Scientology.
112.	3 Jan 2000	Posting by Armstrong agreeing with another poster's criticisms of the Church.
113.	3 Jan 2000	Posting by Armstrong in which he makes comments regarding another poster's version of what occurred within the Church after Mr. Hubbard's death.
114.	4 Jan 2000	Posting by Armstrong stating that he would never embrace destroying Scientology as it is an impossibility and commenting on what he believes are the goals of Scientology.
115.	5 Jan 2000	Posting by Armstrong continuing derogatory comments about Scientology.
116.	5 Jan 2000	Posting by Armstrong about psychiatrists and the handling of psychotic people, including accusations regarding Scientology practices.
117.	6 Jan 2000	Posting by Armstrong in which he discusses "stalking" and that he kept a big sign in his storefront window "Is Scientology Stalking You?"
118.	6 Jan 2000	Posting by Armstrong referencing Lisa McPherson Trust and how Scientology is trying to destroy it.

119.	16 Jan 2000	Posting by Armstrong in which he re-posts the mission statement for the "Lisa McPherson Trust," and affirms his agreement with this anti-Scientology statement.
120.	19 Jan 2000	Posting by Armstrong responding to a posting by Rod Keller regarding the Church's facility in Clearwater, Florida.
121.	19 Jan 2000	Posting by Armstrong in which he states that "Freedom of religion includes the freedom to condemn all of Scientology."
122.	24 Jan 2000	Posting by Armstrong regarding an affidavit filed in a suit against the Church.
123.	29 Jan 2000	Posting by Armstrong containing derogatory statements and accusations about the Church.
124.	29 Jan 2000	Posting by Armstrong claiming that he used to be a liar when he was a Scientologist.
125.	30 Jan 2000	Posting by Armstrong in which he discusses serving a lawsuit on a senior Church executive.
126.	19 Feb 2000	Posting by Armstrong talking about a position he held when he was a Church staff member.
127.	20 Mar 2000	Posting by Armstrong to Keith Henson about his legal case with the Church and how Armstrong was prevented from testifying for Henson. He says he believes "that Judge Whyte is crooked in some way" and "should have found a way to bar Scientology from his courtroom."
128.	16 Apr 2000	Posting by Armstrong about going to protest at a Scientology event.
129.	4 May 2000	Posting by Armstrong continuing various accusations about the Church.
130.	10 July 2000	Posting by Armstrong in response to another about his settlement agreement which he calls a "gag 'contract'".
131.	11 July 2000	Posting by Armstrong in response to another in which he makes derogatory allegations about Scientologists.

132.	10 Nov 2000	Posting by Armstrong, making derogatory comments about Scientology in connection with a letter to Florida State Attorney, Bernie McCabe.
133.	13 Nov 2000	Posting by Armstrong suggesting actions to be taken by an attorney who represents Keith Henson against a Church of Scientology.
134.	13 Nov 2000	Posting by Armstrong stating he would be a key witness for Keith Henson because of his personal knowledge and experience on Scientology
135.	07 Dec 2000	Posting by Armstrong giving advice that LMT obtain a court order that Scientology churches must retain videotape and photographic images evidencing interactions between Scientologists and LMT
136.	07 Dec 2000	Posting by Armstrong, including comments about the Creed of the Church of Scientology.
137.	09 Dec 2000	Posting by Armstrong suggesting that LMT and Minton file a lawsuit against the Church of Scientology International and other Churches and members of the Scientology religion.
138.	13 Dec 2000	Posting by Armstrong in which he says why he thinks it was correct for him to break the settlement agreement.
139.	13 Dec 2000	Posting by Armstrong including allegations about some of his experiences in Scientology.
140.	13 Dec 2000	Posting by Armstrong about truth and honesty, containing allegations about Scientology and its founder and his writings.
141.	13 Dec 2000	Armstrong re-posted the 7 December 2000 posting containing his comments on the Creed.
142.	14 Dec 2000	Posting by Armstrong in which he suggests that Scientologists should mutiny against the leadership of the Church.
143.	21 Dec 2000	Armstrong web page called: "Gerry Armstrong Meets the Loyalists"
144.	21 Dec 2000	Posting by Armstrong claims that he has made "2289 postings to the Internet" all of which violate the Permanent Injunction.

145.	21 Dec 2000	Posting by Armstrong in which he claims why he is justified in copying the Church's documents.
146.	26 Dec 2000	Posting by Armstrong stating why he feels justified in breaking the Settlement Agreement and threatening to re-post his earlier e-mails which violate the Agreement.
147.	26 Dec 2000	Posting by Armstrong in which he asserts that the injunction against him is unlawful
148.	29 Dec 2000	Posting by Armstrong re hearing on motion for contempt in which he solicits others on ars to write to the Judge on his behalf and attaches sample letter
149.	29 Dec 2000	Posting by Armstrong about the Settlement Agreement, and asserting that has a right to disobey unlawful orders
150.	01 Jan 2001	Posting by Armstrong about an injunction issued against LMT – "I laugh at your injunctions."
151.	25 Jan 2001	Posting by Armstrong in which he claims that Scientology is taking over psychiatry
152.	30 Jan 2001	Posting by Armstrong containing statements about what he claims are Scientology beliefs, including his claim that Scientology is opposed to the concept of God
153.	30 Jan 2001	Posting by Armstrong quoting from a purported Church bulletin.
154.	31 Jan 2001	Posting by Armstrong on "Science vs. Scientology".
155.	04 Feb 2001	Posting by Armstrong about his upcoming tour of Europe, where he wants to hook, up with other anti-Scientologists.
156.	19 Feb 2001	Posting by Armstrong containing derogatory statements about several Scientologists.
157.	12 Apr 2001	Posting by Armstrong stating that he is going to Russia and will tell the Russians about Scientology

158.	12 Apr 2001	Posting by Armstrong stating what he believes to be "the central core of Scientology."
159.	04 Sep 2001	Posting by Armstrong, "Religious Persecution in the U.S.," a copy of his letter to President Bush about Scientology.
160.	05 Sep 2001	Posting by Armstrong, "Gerry Armstrong's Crime," concerning his justification for breaching the settlement agreement.
161.	06 Sept 2001	Posting by Armstrong, "The Scientology Problem," which is another letter to President Bush about Scientology
162.	21 Sep 2001	Posting by Armstrong about his attempt to testify in a copyright case involving Scientology scriptures.
163.	22 Sep 2001	Posting by Armstrong about what he claims are basic motivations of Scientologists.
164.	23 Sep 2001	Posting by Armstrong about what he claims to be Mr. Hubbard's intentions and the intentions of Scientologists
165.	23 Sep 2001	Posting by Armstrong including a statement about his 12 ½ years in Scientology.
166.	26 Sep 2001	Posting by Armstrong including description of events he claims to have occurred while he was a staff member of the Church.

OTHER BREACHES:

167.	April 1998	Armstrong gave an interview by telephone about his experience in the Church to a reporter for the German TV station, ARD.
168.	April 1998	Armstrong attended a FACTNet conference in Boulder, Colorado with anti-Scientologists (Minton, Prince, Young, Brooks) and told them about the injunction.
169.	June 1998	Armstrong contacted attorney Kennan Dandar and volunteered to appear as a witness against the Church.
170.	Betwn 6/98-12/98	Armstrong had 4 phone conversations with Dandar and 6 e-mails between them where he admittedly breached the injunction.

171.	Dec. 1998	Armstrong traveled to Florida for an interview with ARD about Scientology to be shown to the German public.
172.	3 Dec. 1998	Armstrong met with 20 anti-Scientology protestors including Minton.
173.	Dec. 1998	Armstrong made himself available for Dandar to subpoena him into deposition.
174.	12 Mar 1999	Armstrong picketed in front of the Church of Scientology of Vancouver.
175.	13 Mar 1999	Armstrong picketed in front of the Church of Scientology of Vancouver.
176.	21 Oct 1999	Armstrong picketed in front of the Church of Scientology in Toronto.
177.	Dec. 1999	Armstrong became a member of the Advisory Board of Lisa McPherson Trust for the purpose of "reforming" Scientology.
178.	Dec. 1999	Armstrong traveled to Florida to participate in public demonstrations in front of the Church of Scientology in Clearwater.
179.	5 Dec. 1999	Armstrong spoke at a fund raising gathering to finance litigation against the Church. He told the gathering that he was speaking there in violation of the permanent injunction.
180.	10 Dec. 1999	Armstrong appeared on WMNF radio in Tampa, Florida and made allegations about Scientology practices.
181.	Spring 2000	Armstrong was interviewed by reporter Richard Leiby of the Washington Post concerning Scientology.
182.	June 2000	Armstrong traveled to Leipzig, Germany and participated in a ceremony to bestow an award on Minton for his anti-Scientology activities.
183.	June 2000	Armstrong was interviewed by two different news media in Berlin regarding Scientology.

184.	6 June 2000	Armstrong was interviewed by Bente Calusen of the Christian Daily newspaper in Denmark.
185.	27 July 2000	Armstrong picketed the Church's facilities in Clearwater, Florida along with Robert Minton.
186.	July 2000	Armstrong met with Ursula Caberta in Florida and spoke with her about Scientology.
187.	9 Sept 2000	Armstrong picketed in front of the Church of Scientology in Edmonton, Canada.
188.	18 Jan 2001	Media article in Marin Independent Journal: "Scientology critic is cited for contempt". Armstrong is quoted in the article discussing his disagreement with the injunction.
189.	17 Mar 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
190.	23-25 Apr 2001	Armstrong participated in a conference on "sects" in Nizhny Novgorod, Russia, speaking about his history in Scientology. (ZENIT.org *News Agency* article of 4 May 2001, "RUSSIAN ORTHODOX TARGETS "TOTALITARIAN SECTS")
191.	23 Apr 2001	Armstrong appeared on Russian TV and made accusations about Scientologists.
192.	28 Apr 2001	Armstrong went to the Church's regional office in Moscow and asked to speak with an executive.
193.	05 May 2001	Armstrong picketed outside the Church's regional headquarters in Copenhagen.
194.	09 May 2001	Armstrong appeared on a Russian TV show, "TNT", and talked about Scientology.
195.	25 May 2001	Armstrong picketed a Church of Scientology in Paris.
196.	26 May 2001	Armstrong picketed the Church of Scientology in Lyon.
197.	10 Jun 2001	Armstrong, along with Minton and other LMT staff, attended the Alternative Charlemagne event in Leipzig

198.	24 Nov 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
199.	28 Nov 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
200.	8 Dec 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
201.	10 Jan 2002	Armstrong picketed in front of the Church of Scientology of Vancouver.
202.	23 Feb 2002	Armstrong called in to a radio show
203.	25 Feb 2002	Armstrong picketed in front of the Church of Scientology of Vancouver with Caroline Letkeman and her parents John & Margaret.
204.	28 Feb 2002	Armstrong posted photographs taken from "Impact" magazine. These are photos of church executives giving awards to parishioners. Armstrong edited the photos, putting Osama bin Laden's head and/or body in place of a parishioner.

.oOo.

Path: wn8!bgtf1!worldnet.att.net!news-out.internetmci.com!newsfeed.internetmci.c
From: armstrong@dowco.com (gerry armstrong)
wsgroups: alt.religion.scientology
bject: Re: Help needed for radio show
Date: Sun, 01 Mar 1998 17:44:11 GMT
Organization: dowco.com internet (ISP)
Lines: 39
Message-ID: <34f99c30.616642@news.dowco.com>
References: <34F91E97.2FB2@virgin.net>
NNTP-Posting-Host: express-082.tch1.chw.dowco.com
X-Newsreader: Forte Free Agent 1.11/16.235

On Sun, 01 Mar 1998 08:38:47 +0000, Roland
<roland.rashleigh-berry@virgin.net> wrote:

>I have been asked to gather clips of Hubbard saying how he
>would like to control people, how to control people, take
>over the planet, have the planet scientology run etc.
>The trouble is I cannot think of any quotes. I need some
>from the taped lectures. Can anyone give me any references
>for this?
>
>Roland
>--

Hubbard had groups of SO members chanting one of his "musical creations" for hours at a time on the "Apollo" in the 1970's.

The planet is ours. We're moving in.
e planet is ours. We're moving in.
We're moving in. We're moving in.
The planet is ours. We're moving in."

over and over and over

This may have ended up on one of his "records." Perhaps someone who has them could check. And perhaps someone from the "Apollo" period can add to this chant.

I was doing shore PR at the time, and had to be concerned that shore people didn't hear and understand this chant, the meaning of which was very clear to me. We on board, after all were "Operation and Transpiort Corporation Limited of Panama, a business management company."

He also stated: "All men are my slaves." and "I have the right to use men's minds as I wish." But he stated these things in the late 1940's, when he was "developing Dianetics."

Gerry

The Leader in Internet Discussion

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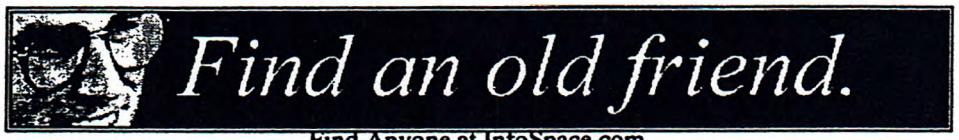

Find Anyone at InfoSpace.com

Subject: **Armstrong Affidavit in Submission to Revenue Canada**
From: armstrong@dowco.com (gerry armstrong)
Date: 1998/03/05
Message-ID: <34fef5f6.99787245@news.dowco.com>
Newsgroups: alt.religion.scientology
Organization: dowco.com internet (ISP)
[Fewer Headers]
[Subscribe to alt.religion.scientology]

In conformance with a helpful policy of providing the public with my statements about Scientology made to government agencies, I am providing the affidavit recently submitted in opposition to Scientology's application for Federal Charity Status.

Thanks and congratulations to Gregg Hagglund for organizing and seeing through this project.

Gerry

The Leader in Internet Discussion

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Swingin' cats play the market DATEK ONLINE
ONLINE STOCK TRADING FOR $7.99 - CLICK HERE
Click here for Datek Online

Subject: Religion
From: armstrong@dowco.com (gerry armstrong)
Date: 1998/05/21
Message-ID: <3564bf73.170958017@news.dowco.com>
Newsgroups: alt.religion.scientology
Organization: dowco.com internet (ISP)
[Fewer Headers]
[Subscribe to alt.religion.scientology]

The world is divided into two religious groups:

Not your turn the other cheek kind of religion;

Your turn the other cheek kind of religion.

Scientology identifies itself as a not your turn the other cheek kind of religion.

Scientology calls on its Scientologists and agents to make war.

People of every religion, every race, every nation arise to defend those upon whom war is made.

Some of them meet to party and rearm and so forth on ars.

Gerry

Swingin' cats play the market DATEK ONLINE
ONLINE STOCK TRADING FOR $7.99 - CLICK HERE
Click here for Datek Online

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000098

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my deja news | post | power search

Interest Finder
Browse Groups

Search gerry AND sleazy Find

Find messages in the standard archive

Click here to be a point of light on Deja News

Message 6 of 21

help

return to current results

Response to Sleazy Scientology Op in Beautiful B.C.

more headers

<< Previous message

>> Next message

Author: gerry armstrong
Email: armstrong@dowco.com
Date: 1998/05/22
Forums: alt.religion.scientology

author profile
email reply
view thread
post new · post reply
subscribe

view for bookmarking · text only

(posted and emailed)

See 4/18/98 declaration of Scientology agent Sheila Werner and 4/17/98 declaration of Scientology attorney Andrew Wilson posted separately. This was written for filing in the case of in the case of Armstrong v. Miscavige, et al., United States District Court, District of Nevada, No. CV-N-97-00670-ECR(RAM)("Armstrong VI")

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am the plaintiff in this case. I have personal knowledge of the facts set forth in this declaration and could competently testify thereto if called as a witness. I am making this declaration in support of oppositions to a motion by defendant Scientology corporation Church of Scientology International ("CSI") to dismiss the complaint, and a motion by defendant Religious Technology Center ("RTC") to dismiss the complaint.

2. I was inside Scientology for many years, held several key positions such as public relations officer, legal officer, intelligence officer and archivist/researcher, and gained considerable knowledge of organization structure, personnel, policies and practices. I worked closely with Scientology founder L. Ron Hubbard and gained considerable knowledge of his history, activities, writings and intentions. I left Scientology when I discovered and documented organization-wide fraud concerning Hubbard's history, accomplishments, intentions, the promises of Scientology's mental healing "technology" and the organization's nature and activities.

3. Because of what I knew of Scientology and Hubbard fraud and other abuses, immediately after leaving the organization, and continuing to this day, I was designated by Scientology leaders as

an "enemy" and became a target of Scientology's policy and practice of attacking "enemies," called, and judicially condemned as, "fair game." Hubbard stated in one description
"ENEMY - SP ("Suppressive Person") Order. Fair Game. May be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist. May be tricked, sued, or lied to or destroyed." I view fair game as a philosophy and practice of opportunistic hatred; Scientology leaders seize any opportunity to cause designated "enemies" harm.

4. Actions since 1982 by Scientology's personnel or agents against me pursuant to fair game, include:

- filing five lawsuits against me;
- following, surveilling and harassing me and my wife;
- spying in our windows and upsetting our neighbors;
- attempting to involve us in a freeway "accident;"
- assaulting me;
- striking me bodily with a car;
- threatening to put a bullet between my eyes;
- attempting on more than 12 occasions to have me prosecuted on false criminal charges, including by the FBI;
- stealing a manuscript and artwork from my car;
- filing false sworn statements about me in various litigations;
- extracting and disseminating information from my supposedly confidential auditing (psychotherapy) files;
- illegally videotaping me;
- attempting to entrap me in the commission of a crime;
- threatening me on several occasions if I testified about my knowledge of Scientology;
- threatening my friends;
- subjecting my attorneys to years of fair game;
- subjecting me to a massive international "black propaganda" campaign.

5. Black propaganda or "black PR" is the term Hubbard gave to Scientology's policy and practice of destroying a target's reputation and credibility or public belief in him by the manufacture and spreading of falsehoods about him. Over the years Scientology has published and disseminated a small mountain of black PR on me, falsely accusing me of perversities and crimes, including crimes against humanity, in an ongoing effort to assassinate my character. Scientology black PR on me disseminated by organization agents in 1996 to principals of Watchman Fellowship, a Christian research and apologetics organization, is the basis of this lawsuit.

6. Appended hereto as Exhibit A is a true and correct copy of the 1984 decision of Los Angeles Superior Court Judge Paul G. Breckenridge, Jr. in the first case in which Scientology sued me, LASC No. C 420153. Judge Breckenridge condemned Scientology's fair game policy:

"In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the Church whom it perceives as enemies. The organization clearly is schizophrenic and paranoid, and this bizarre combination seems to be a reflection of its founder LRH. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile." (Ex. A, 8:18-9:4)
The California Court of Appeal affirmed the decision and judgment, Scientology v. Armstrong (1991) 232 Cal.App.3d 1060, 283 Cal.Rptr. 917.

7. I have testified more than sixty days in trial or deposition is some twenty Scientology-related cases, and written and executed approximately one hundred declarations which have been filed

in perhaps fifty cases. I am an expert in Scientology's policies and practices, particularly its fraud and fair game doctrine, and I have testified in legal proceedings as an expert qualified in these areas.

8. CSI and RTC are components of the global Scientology syndicate. All of the components are under the direction and control of David Miscavige, also a defendant herein.

9. CSI and RTC assert that I am not a resident of Nevada. This is not true. I have considered myself, and have legally been, a resident of Nevada since November, 1997. I have never since that time considered myself a resident of any other state or province than Nevada, and have never stated to anyone since that time that I was not a resident of Nevada. I have had a post office box in Nevada since November 21, 1997, where I have received mail, including substantive non-junk mail. Appended hereto as Exhibit B is a true and correct copy of the receipt for a year's rental of post office box no. 2802, Minden, NV 89423. I will, of course, now change my box location and number. I have a Nevada driver's license, and do not have a driver's license from any other state or province. I have work in Nevada, am actively engaged in that work, and keep my personal property in Nevada.

10. CSI and RTC support their false assertion that I am not a resident of Nevada with a declaration by Sheila M. Werner, who states that during a conversation with her on April 5, 1998 I "told [her] that I had recently been in Nevada but that [I] did not plan to live there and was there only for legal matters." (Werner Decl. p 2, para 9) This is completely false.

11. As Ms. Werner states, she called the telephone number of my mother's home in Chilliwack, B.C., Canada a number of times, and spoke to either my mother or me, and on a couple of occasions I called her back at her Vancouver, B.C. number. We met as she says on two occasions, in the Chilliwack Starbucks and another cafe in Chilliwack, called After Thoughts.

12. During our initial telephone conversations Ms. Werner said that she is involved in many facets of the Canadian movie/TV industry as an actor and in other production capacities and she wanted to make contact with me and give me a script writing program. She said that there are all kinds of opportunities in the industry and that she had gotten the idea that I might be writing a script. She said that she is writing scripts and described how wonderful the program makes script writing. She said that she wanted to give me the program so that I could run it on my computer. I asked her if she had been in touch with anyone connected to the Scientology organization and she said that she had not in several years. She said that her ex-husband is involved with Scientology but that she didn't know in what way. She said that she knew about my being a Scientology target and my supporting the effort to reform its irreligious practices. She said that she had read of my involvement in these things on the Internet, mentioning specifically the newsgroup alt.religion. scientology ("ars"). She said that the script she was writing wasn't about Scientology, and that she wouldn't do anything directly about its irreligious practices because of the threat of Scientology retribution directed at her children.

13. Since December, 1981 I have been alert to Scientology's actions of operating agents to get close to me or having thugs threaten or attack me. My sociableness, social contacts and interactions with almost all people are significantly impacted by that continual alertness. When she first contacted me I was immediately alert to the possibility that Ms. Werner was a Scientology agent, and I continued to be alert to that possibility throughout the Werner operation. I was alert to the fact that Ms. Werner's way of communicating, including but not limited to the repetition of phrases, her freneticness, and the questions she asked, made me think she had been scripted and rehearsed in what to say to me. At the same time, I gave Ms. Werner the benefit of the doubt and did not cut off communication with her nor communicate with her in any way but with

respect. On both occasions when we met I bought her a coffee.

14. When in our first conversations Ms. Werner offered to give me the scriptwriter program to run on my computer I was alert to the possibility that Scientology's leaders would attempt to damage my computer or have me prosecuted or even raided for a "copyright violation" or other concocted charge. I therefore declined Ms. Werner's offer to give me the program and told her that perhaps some time when I was in the Vancouver area I could drop by her home and see the program on her computer.

15. During the conversation in Starbucks Ms. Werner asked me where I had been and what I had been doing in Nevada. I told her that since November, 1997 Nevada had been my residence, that I was intending to live here and that I had most of my personal belongings ~~here. I~~ said that it was my legal situation in combating Scientology's fair game attacks which drew me to Nevada, and that I had been doing, was doing and would be doing legal work in a law firm in Nevada. I was extremely careful to say in every sensible way that Nevada is my residence, because I did not want to give Scientology, if Ms. Werner was, as I suspected, its agent, any way of "misinterpreting" for its "legal" purposes what I was saying about my residency. Ms. Werner's assertion that I said that I did not plan to live in Nevada is therefore a blatant and inexcusable lie.

16. Ms. Werner states:

"On 29th of March 1998, I called for **Gerry** Armstrong at this mother's house. The lady whom I believe to be his mother informed me that **Gerry** had gone to check out a sports club at Vedder Crossing to see if he wants to join." (Werner Decl. 2, para 7) This is untrue. I went to Vedder Crossing to run with a group of runners who run there every weekend. Anyone not a "member" is welcome to run with them. I had no intention of, or interest in, "joining " that club because I had no intention of staying in that area. I have also run with runners here in Reno who are members of the Silver State Striders, and I expect I will continue to run with them. I would have already joined the Striders, but I am very cautious about social contacts because of the continual efforts by Scientology's leaders and agents to cause trouble to me and those close to me.

17. During our meeting at Starbucks Ms. Werner gave me two publications, The Georgia Straight, Vancouver's major weekly newspaper, of April 2-9, 1998, and Reel West Digest "the Directory for Film, Video and Multimedia Production in Western Canada," 1997 edition. True and correct copies of identifying pages from these publications are appended hereto as Exhibit C.

18. During our meeting at After Thoughts Cafe I asked Ms. Werner directly if she had spoken to anyone connected to the Scientology organization about me. She said no. I asked her if she had spoken to anyone connected to the Scientology organization about speaking to me. She said no. I asked her if she had been asked by anyone connected to the Scientology organization to contact me or ask me anything. She said no.

19. Also during the After Thoughts meeting, Ms. Werner wanted me to take from her a copy of a script she said she had written involving the "X-Files" TV program theme and characters. She said that the script she had written concerned a sort of viral mutation like "mad cow disease." She handed me her "script" but I did not pick it up. She also had a typed receipt and confidentiality agreement for her "script" which she handed me and wanted me to sign. I did not sign the document and did not pick it up. I told her that I suspected that she was an agent for Scientology, that the organization perhaps wanted to get my fingerprints on her "script" for some malevolent purpose, and that perhaps the organization wanted to set me up in some kind of "copyright violation" scenario. It is a well known fact that Scientology, with its also well known litigation machine, uses "copyright law" to raid, attack and ruin targeted "enemies." When I stated my suspicion, Ms. Werner became "indignant" and quickly left the cafe.

20. Now Ms. Werner has shown that indeed she was being operated as a Scientology agent, on orders, coached and drilled to get close to me in order to compromise, entrap or frame me in some way. Her telephone calls to me and my mother and meetings with me were at a minimum to create a "context" to give believability to the lie the Scientology leaders needed from her in order to "support" their "legal" tactic by which they could possibly avoid responsibility in the real claims and issues in this case. Ms. Werner lied about her reasons for contacting me, lied about her interest in giving me a computer program, lied about finding out about me on the Internet, lied when she said she had not been directed by anyone connected to Scientology to contact me, lied when she said she had not spoken to anyone about me, and lied about what I had stated very clearly concerning my Nevada residence. To Scientology agents it is perfectly acceptable, even laudable, to lie or testify falsely about me because I am "fair game."

21. I had actually been planning to live in Nevada for several months before I made this State my residence in November, 1997. Over those several months I made arrangements so that I could have some protections in place in Nevada against expected Scientology attacks, and a job situation in place in Nevada when I established my residence here. By November, 1997 those things were reasonably in place and I began to work in Nevada. I made some trips back to Canada thereafter, principally to help my family, help ready my mother's home so it can be sold, and help my brother with some renovations projects at his home. Of course I continued, as I am continuing in Nevada, my actions in bringing to light Scientology's fraud, abuses and dangers, correcting the injustices Scientology is perpetrating against me and others in the legal arena, and countering the black PR campaign the organization continues against me. I was able to take this time away from Nevada at the start of my residency here in no small part because the various Scientology defendants in this case avoided for a great length of time accepting service of the summons and complaint. I did not, however, during all that time, ever say or consider that I was a resident of anywhere other than Nevada. Even if I were gainfully employed in Canada, which I am not, and even if I wanted to live there, I cannot live at my mother's or brother's homes because of the continual threat to them of attack or harassment from the Scientology organization and its agents. No matter where I reside or even stop to rest, I avoid letting Scientology's agents find out where I am as long as sensible or possible; thus will not now divulge any location where I stay or intend to stay in Nevada, or elsewhere. I will be available in Nevada for all proceedings in this case which require my physical presence.

22. CSI and RTC also supports their motions to dismiss with a declaration executed by attorney Andrew Wilson which contains a substantial number of untruths. Mr. Wilson states:

"In late January, 1997, I learned of actions by Mr. Armstrong that I believed were clear violations of the [October, 1995] Injunction. Armstrong sent to the Hon. Ronald M. Whyte, the United States District Judge presiding over three cases in which the plaintiff is Religious Technology Center ("RTC"), a beneficiary of the Injunction, a letter and lengthy declaration disseminating information denouncing CSI and its related entities. ¶ This was not Armstrong's first violation of the Injunction. Prior to that, Armstrong repeatedly and wilfully disobeyed the preliminary injunction which preceded the permanent injunction. (Wilson Decl. 2:20-26) I at no time disobeyed the "preliminary injunction." Between 1992 and 1994 Scientology attempted to have me sentenced and jailed for several non-existent "violations" or "contempts" which its agents manufactured. All of the alleged contempts were discharged, and Mr. Wilson, who participated in the contempt proceedings, is fully aware of this fact.

23. I sent the declaration and letter, true and correct copies of which are appended hereto as Exhibit D, to Judge Whyte to properly report an improper threat received from attorney Wilson. I

had been subpoenaed by defendant Grady Ward to produce documents in the case of RTC v. Ward, US District Court for the Northern District of California, case no. C-96-20207 RMW. A true and correct copy of the subpoena is appended hereto as Exhibit E. The following day I received from Mr. Wilson a letter, a copy of which is appended hereto as Exhibit F, threatening "further conflict and annoyance" between me and Scientology if I produced the subpoenaed documents. I considered and still consider Wilson's threat to be obstructive of justice and so reported it to Judge Whyte. I had been threatened by Scientology lawyers on a number of other occasions when I had earlier been subpoenaed as a witness in Scientology-related litigations. I am aware of several legal decisions condemning Scientology for obstruction of justice, for its policy of using the law to harass and for being a most vexatious litigant. I have been a target of Scientology's fair game tactics in the legal arena since 1982 and am very familiar with those tactics.

24. Mr. Wilson has appended to his declaration as Exhibit H pages 1, 55 and the proof of service from a declaration I executed January 26, 1998 and filed in the case of Scientology v. Armstrong, Marin County California Superior Court Case No. 157680. I am appending hereto as Exhibit G a true and correct copy of the complete declaration. A reading of this declaration will reveal that the facts and truth concerning the October 1995 injunction, my leaving California and going to Canada, and the contempt orders Scientology has obtained against me are very different from what Mr. Wilson has stated about these matters.

25. Mr. Wilson states:

"Accordingly, CSI brought a motion for contempt before the Hon. Gary W. Thomas in Marin County Superior Court. The Court issued an Order to Show Cause Re: Contempt on February 18, 1997, and an Order Allowing Service of the Order to Show Cause Re: Contempt. A hearing was held on May 23, 1997. Armstrong did not appear, nor did he file any opposition or evidence." (Wilson Decl. 2:27-3:2)

I was never served with the motion or the OSC.

26. Mr. Wilson states:

"On June 23, 1997, the Marin County Superior Court entered an Order of Contempt against Armstrong ("Contempt Order") to punish him for his ex parte communication with United States District Judge Ronald M. Whyte. The Contempt Order decreed that Armstrong be punished for contempt..." (Wilson Decl. 3:3-5) For the facts concerning this improper and illegal contempt order, please see Ex. G hereto, pp 30-36, paras 35-43.

27. Mr. Wilson states:

"As indicated by the "care-of" return address on the Armstrong Declaration (Ex. G to Wilson Decl.) cover sheet and the envelope in which it was mailed, Armstrong - as of December 15, 1997 - did not have a residential or other address of his own in Nevada." (Wilson Decl. 21-23) I used, and will continue to use, while I am in Nevada, my attorney's address for my dealings with Scientology because of the continual threat from Scientology agents and as a safety measure against Scientology's false claims of service of documents when no service had actually been made.

28. Mr. Wilson states:

"On or about April 1, 1998, Armstrong posted a message (Ex. I to Wilson Decl.) to an Internet public news group stating, "I have been extremely busy in Canada, and so involved in so many things, that it has not been ultimately timely to move to my next spot..." (Wilson Decl. 4:2-4) In that same message, however, I more importantly state:

"I am not holed up, as you say, although there have been times when I have been acutely aware of the physical danger I am in from your organization, which awareness has certainly been at those times an dominating factor in my behavior. That awareness, peaking with the discovery of your organization's false IRS 1023, particularly its black PR of me, was what brought me to leave California and live

the better part of a year in B.C. ¶ *Within the past few months I moved my official residence to Nevada,* and that is where I can be served with legal process. (Underline added) (Wilson Decl. Ex. I)

29. Mr. Wilson states:

"I am informed and believe that, as of February 14, 1997, plaintiff Gerald Armstrong was living with Lorien Phippany and residing in San Anselmo, California. On that date, I gave Mr. Armstrong notice, by telephone to his residence in San Anselmo, of an ex parte application for the issuance of an order to show cause re: contempt. The telephone was answered by an answering machine that played a recording of the voice of Lorien Phippany that stated, "Please leave a message for either Jerry or Lorien." I called his number again and heard exactly the same message. ¶I am informed and believe that at some point after the Contempt Order and bench Warrant against Armstrong were issued, Armstrong became a fugitive from justice by fleeing California for Canada, where he could not be prosecuted pursuant to the Bench Warrant and Contempt Order. My belief is based on the fact that on August 25, 1997, he served his opening brief in the appeal by mailing it from Chilliwack, B.C., Canada. (Wilson Decl. 4:7-17)

I left California for good and was in Nevada on or about January 28, 1997, and I was in Canada on February 11, 1997. Appended hereto as Exhibit H is a true and correct copy of my boarding pass of that date. The contempt order Mr. Wilson refers to was not issued until June, 1997. I stayed in Canada until October, 1997 when I traveled to Germany. After returning to Canada from Germany I traveled to Nevada where I established my present residence in November, 1997.

30. Mr. Wilson states:

"I mailed a copy of said motion, referred to by Armstrong in his declaration, to Armstrong at his last known residential address in San Anselmo, California in early November, 1997." (Wilson Decl. 5:19,20)

This is untrue. This motion was mailed by Mr. Wilson to me in Nevada. It was never, to my knowledge, mailed to my former address in California, and I did not receive it there, nor was it forwarded to me from there.

29. Mr. Wilson states:

"In January, March and April 1998, I caused Sheila M. Werner of Vancouver, British Columbia, Canada to establish contact with **Gerry** Armstrong by telephone by telephone and in person. During this time period, as testified to be Ms. Werner, at Exhibit L, she had contact with **Gerry** Armstrong on 10 separate occasions. Each time **Gerry** Armstrong was in Chilliwack, British Columbia. In a personal meeting on April 5, 1998 **Gerry** Armstrong informed Ms. Werner that he had recently been in Nevada "but that he does not plan to live there and was only there for legal matters." (Wilson Decl. 5:21-26)

As I have stated in paragraphs 10-19, supra, Ms. Werner is simply lying about what I told her concerning my Nevada residence and my plan to live here. While it is true that each time Ms. Werner contacted me I was in Chilliwack, B.C., she could just as easily have contacted me in Nevada. Since she was, according to the sworn statement of attorney Wilson, being directed and operated by him in this operation, he could just as easily have had her call my attorney George Abbott, with whom Mr. Wilson has corresponded a number of times, to reach me in Nevada. She knew that I was in Nevada during March this year, and I have been very open about my being here and planning to be here. Mr. Wilson sent Ms. Werner to get close to me by lying about her intentions and her contacts with Scientology agents in order to give a context to the lie he wanted her to tell about my intention to live in Nevada.

30. Mr. Wilson states:

"On April 15, 1998, in an attempt to determine whether Armstrong has as yet acquired a residence in Nevada, I telephoned information at (702)555-1212 and inquired as to a listing for Gerald Armstrong in Minden, Nevada, or anywhere within the 702 area code. The operator with whom I spoke informed me there was no such listing."

(Wilson Decl. 5:27-6:2)
I have no intention of having a listed telephone number and do not have one. A search will also reveal that there is no listing for me in Canada.

31. Mr. Wilson states:

"On the basis of the aforementioned events, I am informed and believe that at the time of the filing of the complaint in this case and continuing until the present time, Armstrong was still residing in Canada." (Wilson Decl. 6:4-6)

This is untrue. I did reside in Canada during part of 1997. Members of my family still reside there, and I may still visit them there from time to time, but my residence is now here in Nevada and I intend to stay here.

32. CSI avers that "there is no basis for the Court to assert personal jurisdiction over Defendant CSI because there are no contacts between Defendant and the State of Nevada." (CSI's Motion, 2:9-10) On information and belief, this averment is completely untrue. CSI is a "management" component of the Scientology enterprise, managing all the "lower level " Scientology organizations around the world, including Nevada. There is a "lower level" Scientology organization, the "Church of Scientology of Nevada," located in Las Vegas, as well as even lower level franchises, which are also under the control of CSI. CSI "management" personnel have continual contact with personnel at the Nevada organization, and in fact control the Nevada corporation's activities. CSI is made up of Sea Organization ("SO") members, the "elite" upper echelon of Scientology management staff who are required to sign billion year service contracts. Control of all of Scientology, including Scientology in Nevada, is effectuated through SO members and SO organizations including this moving defendant corporation. CSI sends its personnel on "missions" to every lower level Scientology organization in the world, including Nevada. These "missionaires", and CSI itself, have the authority to issue orders to any personnel in any lower level Scientology organization in the world including Nevada, and enforce compliance with those orders. Enforcement powers of CSI over personnel in every lower level Scientology organization including Nevada are unlimited and can include staff position changes, dismissal and fair gaming. CSI, under the ultimate control of supreme Scientology leader David Miscavige, is in control of the finances of every lower level organization in the world, including Nevada, and derives income from its management and control of those lower level organizations including Nevada.

33. CSI also now "licenses" Scientologist around the world with an Internet account, including Scientologists in Nevada with an Internet account, to have a personal web site designed with a template provided by CSI. A true and correct copy of the "contract" between CSI and Scientologists, including Scientologists in Nevada is appended hereto as Exhibit I.

34. CSI director Michael Rinder states:

"CSI has no offices or subsidiaries in Nevada. It is not qualified to conduct business in Nevada and it does not conduct business in Nevada." (Rinder Decl. 2, para 3)

This is untrue. On information and belief CSI conducts business continually in Nevada. Mr. Rinder has been for some time the head of Scientology's Office of Special Affairs International ("OSA Int"), the branch of the global Scientology enterprise dealing with "legal affairs," "public relations" and "intelligence operations." OSA Int is "housed" in CSI. Each lower level Scientology organization around the world, including in Nevada, has its own OSA unit, under the direction and control of OSA Int. OSA Nevada personnel are trained at OSA Int, posted to their Nevada OSA positions by OSA Int, directed and operated on orders from OSA Int, and may be removed from their positions and punished by OSA Int.

35. I know Mr. Rinder personally. He is himself a Scientology intelligence operative who participated in a 1984 intelligence operation against me with the goal of entrapping me in

the "commission" of a crime. Mr. Rinder pretended to be a critic and reformer of the Scientology organization's criminal activities in order to lure me into a setting and conversation where I was covertly and illegally videotaped. This illegal videotaping involving Rinder, which was denounced by the then Chief of the Los Angeles Police Department, is central to my claims of defamation in this case. Rinder has also personally participated in fair game and black PR operations against me following the 1984 operation.

36. RTC avers that "there is no basis for the Court to assert personal jurisdiction over Defendant RTC because there are no contacts between Defendant and the State of Nevada." (RTC's Motion, 2:6,7) On information and belief, this averment is completely untrue. RTC is a component of the Scientology enterprise by which David Miscavige, as Chairman of RTC's Board of Directors, head of the Sea Organization, and Scientology supreme leader, is able to control all Scientology organizations, including the Nevada Scientology organization, and all Scientologists around the world, including all Scientologists in Nevada. RTC claims to own or control Scientology's various trade and service marks, and to own or control Scientology's texts, policies and other writings. RTC licenses "lower" Scientology organizations, including the Nevada Scientology organizations, to use the marks and copyrighted materials it owns or controls. RTC controls, through CSI management or missionaires, what is done in every Scientology organization in the world, down to the most minute details. RTC owns or controls the term "Scientologist" and determines and controls who is a "Scientologist in good standing" around the world, including in Nevada. RTC has continual contact with personnel at the Nevada organization, either directly or through CSI, and controls the Nevada corporation's activities through licensing contracts and through CSI management and other components of the global Scientology enterprise control. RTC, like CSI, is made up of Sea Organization ("SO") members. Control of all of Scientology, including Scientology in Nevada, is effectuated through SO members and SO organizations including this moving defendant corporation. RTC, like CSI, sends personnel, either its own, CSI's or from some other SO component of the global Scientology enterprise, on "missions" to lower level Scientology organizations, including Nevada. These "missionaires", and RTC, either through CSI or by itself, has the authority to issue orders to any personnel in any lower level Scientology organization in the world including Nevada, and enforce compliance with those orders. Enforcement powers of RTC, as with CSI, over personnel in every lower level Scientology organization including Nevada are unlimited and can include staff position changes, dismissal and fair gaming. RTC derives income from its licensing activities and its management and control of lower level organizations including Nevada.

37. Appended hereto as Exhibit J is a true and correct copy of an Order filed October 29, 1997 in the case of Lawrence Wollersheim v. Church of Scientology of California, et al., Los Angeles Superior Court Case No. C332027, and an Order Amending Judgment and Judgment Thereon filed November 14, 1997 in that case. The Los Angeles Court stated in its Order:

"The parties agree that Scientology reorganized its corporate structure from 1981 through 1985, during the pretrial stage of the instant lawsuit. CSI became the new "mother church," replacing CSC. RTC was formed in 1982 with the approval of L. Ron Hubbard, Scientology's founder, and is the owner and protector of Scientology's service marks and products." (Ex. J, p 2, para 3)

"Authority over CSC and its affairs was handed over to CSI and RTC, especially David Miscavige, who controls both corporations and all of Scientology after the death of L. Ron Hubbard. "Sea Org" is the unincorporated association which is the power center - Miscavige is its highest ranking member. [ ] Miscavige is also Chairman of RTC [ ]" (Ex. J, p 4, para 9)

"Scientology's corporate officers and trustees are

intermingled at will." (Ex. J, p 4, para 10)

"RTC's present chairman and highest officer in the power hub "Sea Org," David Miscavige, supervised and controlled the defense [of the Wollersheim litigation]" (Ex. J, p 5, para 14)

"As this court has concluded CSI and RTC are the alter egos of CSC [ ]" (Ex. J, p 6, para 5)

38. The CSI-RTC-Sea Org power hub of Scientology under David Miscavige employs agents who use the Internet to black PR critics and reformers of the organization's immoral activities. These agents post attacks on critics and reformers, including me, on various newsgroups, especially alt.religion.scientology ("ars"). These black PR attacks go to every country and every state, including Nevada. I have today downloaded at a computer terminal in Nevada a representative sample of the hundreds of posts Scientology agents have made to ars and other newsgroups attacking me. A true and correct copy of these representative posts are appended hereto as Exhibit K. All these posts, and many more black PR attacks on me are available to anyone in Nevada at URL http://www.dejanews.com.

39. Appended hereto as Exhibit L are true and correct copies of pages from the book What is Scientology? The copyright page states that the book was "Compiled by the staff of the Church of Scientology International." Page 358 and 359 are descriptions for Scientology public relations purposes of CSI and RTC respectively.

40. Included in the description of CSI are the following statements:

"Through CSI's ecclesiastical management activities, individual Scientology churches receive guidance in applying the scriptures both technically and administratively.

CSI broadly plans and coordinates Scientology expansion overall; providing programs to be carried out by the individual organizations and groups, and then helping with their implementation toward expansion.

...

In addition to coordinating the overall expansion of Scientology, CSI sees to the distribution of Scientology scriptures, both in written and audiovisual form.

...

Church management provides ecclesiastical guidance to each of the Scientology organizations, coordinates the activities and expansion of Scientology internationally and in so doing makes it possible for Dianetics and Scientology to meet the demand for its services around the world." (Ex. L, p. 358)

Among the organizations or groups that CSI manages and coordinates the activities of are the Scientology organizations and groups in Nevada. Among the locations in which CSI sees to the distribution of Scientology written and audiovisual scriptures is the State of Nevada.

41. Included in the description of RTC are the following statements:

"RTC possesses ultimate ecclesiastical authority over the international hierarchy concerning the maintenance and standard application of L. Ron Hubbard's technology. RTC owns all the Scientology trademarks and service marks and controls their licensing and use." (Ex. L, p 359)

Within the "international hierarchy" over which RTC possesses ultimate authority are the Scientology organization and groups located in Nevada. Among the organizations and groups wherein RTC controls the use of the trademarks and service marks are the Scientology organization and groups in Nevada. Among the organizations and groups wherein RTC has authority of the application of Scientology "technology" are the Scientology organization and groups in Nevada.

42. CSI states:

"Armstrong is proceeding in Nevada so that he may avoid the consequences of the contempt order in California, and this Court should not permit its jurisdiction to be invoked so that the jurisdiction of another court may be subverted and the Complaint

should therefore be dismissed." (CSI's Memorandum of Points and Authorities, 10:14-17)
This is untrue. The consequences of the California order, although that order is illegal and a part of Scientology's ongoing fair game campaign against me, have nothing to do with my choosing Nevada as my residence. During another period when I was working at a completely different job in Nevada in 1996 I became acquainted with attorney George Abbott who now represents me in this case. Over the next several months I communicated many times with Mr. Abbott, and he became familiar with my history and with Scientology's unrelenting attacks on me, including its use of the courts to carry out its improper attacks. My history of attacks at Scientology's hands is long and my legal situation with Scientology is complex, and I was grateful to find in Mr. Abbott an attorney who both understood these matters and had the courage to want to do something about righting the injustices Scientology was heaping on me. This is what brought me to decide to move to Nevada in order to work with Mr. Abbott. My moving to Nevada has nothing to do with avoiding legal consequences, but is to facilitate my being able to correct Scientology's injustices. My move to Nevada could not be arranged any earlier than I did for various personal reasons, but as soon as I was able to do so I did make Nevada my domicile, and took the first step to correct Scientology's injustices by filing this lawsuit.

43. I left California in January, 1997 not as a fugitive from justice, but to be able to correct a terrible injustice. I discovered in January, 1997 that, in addition to Scientology's continuing to black PR me publicly, e.g., as shown by the black PR provided to Watchman Fellowship which underlies this case, and in addition to continuing to threaten me in and out of the legal arena, the organization had also included a terrible black PR attack on me in its form 1023 submission to the IRS, pursuant to which Scientology's 1993 tax exemption was granted.(See also 1/26/98 declaration, Ex. G hereto, pp 20-23, paras 27, 28). I realized when I read that black PR provided to the IRS that Scientology's leaders believed that their fraudulently obtained tax exemption, involving perhaps billions of dollars, depended on silencing me, and that I was in extreme danger. That danger, and the need to be somewhere relatively safe where I could do something relatively safely to reduce that danger and expose the underlying fraud, is what brought me to leave California, to go to Canada, and finally to move to Nevada where I am working with Mr. Abbott to correct these wrongs. I am not a fugitive from justice, but am actively involved in Nevada in rectifying the injustice of the California injunction, and the subsequent "contempt orders" which Scientology was able to get the Marin County California Court to sign.

44. I am more certain than ever that the orders of the Marin Superior Court, upon which the Scientology defendants herein rely to claim that I am a fugitive from justice, and to support their motion to dismiss this case, impermissibly violate the US Constitution's guarantees of First Amendment freedoms, are against public policy and illegal. I can no more be legally judicially compelled to not mention L. Ron Hubbard, Scientology or my experiences in that "religion" than another US citizen can be legally judicially compelled to not mention, on penalty of fine and imprisonment, God, Jesus Christ, the Christian religion, or the person's religious experiences in that religion. I do not believe that the right to discuss a religion or religious experiences or reform a religion can legally be contracted away or judicially prohibited and punished. I am certain that the Marin Court's order, which Scientology interprets to permit that organization and its agents to say or publish whatever they want about me, and prohibit me from responding or punish me with fines and imprisonment if I do respond, is against public policy, obstructive of justice, and illegal. This interpretation by Scientology is articulated in a letter dated February 25, 1997 from attorney Wilson to my attorney George Abbott, a true and correct copy of which is appended hereto as Exhibit M. Mr. Wilson states in that

letter that I am not free "to communicate orally, in writing or by any other legal means available to [me] to fully correct [ ] alleged lies and distortions." (Ex. M p.1, para 3). The Scientology organization leaders and their agents have subjected me for over fifteen years to a massive international black PR assault on my character, credibility, safety and peace. I cannot believe that I can, in this country, be legally prohibited from defending myself. I cannot believe that our justice system will continue to permit this modern day slavery.

I declare under the penalty of perjury under the laws of the United States and the State of Nevada that the foregoing is true and correct.

Executed at Minden, Nevada on May 6, 1998.

GERALD ARMSTRONG

Mail to a Friend
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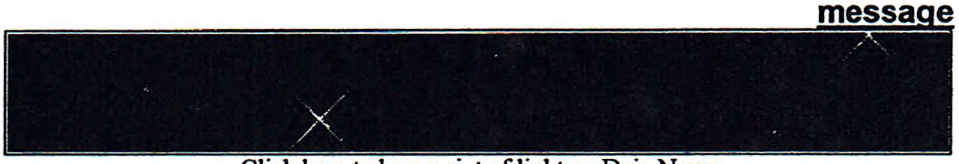

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Path: nntp.earthlink.net!newsfeed1.earthlink.net!la-news-feed1.bbnplanet.com!su-news-hub1.bbnplanet.com!news.bbnplanet.com!logbridge.uoregon.edu!news.bc.net!news.dowco.com!not-for-mail
From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: Re: What set you free? what could have.
Date: Thu, 16 Jul 1998 08:09:12 GMT
Organization: dowco.com internet (ISP)
Lines: 31
Message-ID: <35adb13c.5121371@news.dowco.com>
References: <14770-35AC40F6-152@newsd-101.iap.bryant.webtv.net>
NNTP-Posting-Host: dialup-007.as1.chw.dowco.com
X-Trace: titanium.dowco.com 900576830 2348 207.23.91.7 (16 Jul 1998 08:13:50 GMT)
X-Complaints-To: abuse@dowco.com
NNTP-Posting-Date: 16 Jul 1998 08:13:50 GMT
X-Newsreader: Forte Free Agent 1.11/16.235
Xref: nntp.earthlink.net alt.religion.scientology:408770

On Tue, 14 Jul 1998 22:41:10 -0700 (PDT), daveem@webtv.net (daveem m)
wrote:

> or perhaps unknowingly ruled buy
>a mind of darkness himself. Dave
>

This was cool to read, and this was the coolest of typos.

That's what Scientologists buy: a mind of darkness.

That's what Hubbard was selling us: minds of darkness.

Actually he was selling minds of darkness or minds of lightness, whichever you wanted.

A lot of us, I think, thought we were buying minds of lightness, because that's what we were in the market for and that's what he said he was selling. At some point we recognized that Hubbard couldn't deliver on the mind of lightness sale, and that all he had and could deliver was a mind of darkness. At some point after this recognition some of us were able to escape. Some, I think, were unable to escape.

Some people, I think, may actually recognize they're buying a mind of darkness and consummate the purchase. Probably the hidden Scientologists - DM and his cabal - fit into this category. These are the people who prevent the escapes.

Gerry

Path: nntp.earthlink.net!newsfeed1.earthlink.net!feed1.news.rcn.net!rcn!newsfeed.intern
From: aabb2law@aol.com (AABB2LAW)
Newsgroups: alt.religion.scientology
Subject: **Hubbard's College Revisited**
Lines: 63
Message-ID: <1998082704294900.AAA25435@ladder01.news.aol.com>
NNTP-Posting-Host: ladder01.news.aol.com
X-Admin: news@aol.com
Date: 27 Aug 1998 04:29:49 GMT
Organization: AOL http://www.aol.com
Xref: nntp.earthlink.net alt.religion.scientology:424881

There was a challenge by one of the anonymous Scientologists on ars to my memory of a quote concerning Hubbard's college grades and record.

Well, I did find the quote. It's from "A Brief Biography of L. Ron Hubbard," a four page document written by Hubbard himself, and first seen by me in 1970 in Vancouver, B.C., and then seen a number of times during my years inside Scientology.

Hubbard writes: "Excelling in but thoroughly detesting his subjects, he supported himself by his writings, and before he had concluded college, was well established as an essayist." "Excelling in his subject" was Hubbard's way of saying falsely that he got good grades.

Now it is true that Hubbard says a little earlier in this "Brief [Auto]Biography:" "Never noted for being in class, he yet scraped through..." But he completes this sentence with two more lies: "the department of higher mathematics and the department of engineering." Then he continues with another standard, often repeated lie: "He was a member of the first U.S. course in formal education in what is called today nuclear physics."

Right at the beginning of this document Hubbard claims a "B.S. in Civil Engineering, George Washington U."

And near the end of the document Hubbard states in his section "Scientology and Dianetics:"

"L. Ron Hubbard describes Dianetics and Scientology in this light: "It was inevitable that a man who spent his youth in Asia and who studied at the mathematics and physical science of the West would become interested in the mind, and any such man combining what he knew would probably have discovered Dianetics and Scientology."

"Dianetics is that branch of Scientology which deals with mental anatomy."

"Scientology is an organized body of scientific research knowledge concerning life, life sources and the mind and includes practices that improve the intelligence, state and conduct of persons."

That Dianetics and Scientology have contributed something is attested by the fact that by them we can raise the intelligence quotient of a person about one point per hour of processing (simple mental exercises) - a thing which was considered impossible a few years ago."

This document has a note at its beginning: "originally printed circa 1960."

And finally, right at the end, right below a photo of Hubbard-as-Commodore is: "TRUTH is the EXACT TIME, PLACE, FORM, and EVENT. Axiom 38 LRH."

So, to all you Scientologists out there watching, not only was Hubbard not

000112

telling the exact time, place, form and event, he was lying. If he was lying about all this, wouldn't it be wise and healthy to question the other things he's told you are true?

If he thoroughly detested his subjects - math, English, nuclear physics, etc. - and if he blew from these subjects (flunked out in his second year and never returned), and if he then lied about his grades, his excellence and his degrees in these subjects, don't you think he had misunderstoods which he never copped to? And wouldn't it be wise and healthy to question whether he perhaps had misunderstoods in other areas of life - such as his understanding of education, of the mind, of the spirit, of his fellow human beings, and of life itself?

Gerry

From: gerry armstrong <armstrong@dowco.com>
Newsgroups: alt.religion.scientology
Date: Saturday, September 05, 1998 10:45 AM
Subject: A blip is not a big win

I'm in BC at the dowco.com address for a while finishing my mom's house so it can be sold. Thanks to all who have stayed in touch.

What $cientology agents' have been saying about my Nevada litigation is largely false. The dismissal was on a narrow jurisdictional issue. It had nothing to do with the merits of the case. I have lost none of my legal claims against $cientology and will not lose any of those claims or years to come.

I am not completely unhappy about the dismissal for reasons which I will go into in a later post. Nobody should be perturbed or even slightly concerned about this ruling. It is a blip on the inexorable long march to Justice.

Pay no attention as well to Garry Scarff's and the other $cientology agents' slurs about my being a "fugitive from justice." When it is timely to take care of the Marin County matter I will. In the meantime, the significance to be given the orders of jail time is that in California at least there is no real freedom of speech, no real freedom of religion, and no real right to due process or self defense, and that the California justice system has allowed itself to be used as a tool of persecution by a religion or criminal cult; take your pick.

Now back to house painting, one of the truly honorable trades.

Gerry

Path: nntp.earthlink.net!n[illegible]feed1.earthlink.net!la-news-f[illegible].bbnplanet.com!su-news-hub1.bbnplanet.com!news.bbnplanet.com!logbridge.uoregon.edu!cyclone.bc.net!news.bc.net!news.dowco.com!not-for-mail
From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: Grady's "settlement"
Date: Thu, 24 Sep 1998 19:10:59 GMT
Organization: dowco.com internet (ISP)
Lines: 42
Message-ID: <360a993b.56480860@news.dowco.com>
NNTP-Posting-Host: dialup-014.as1.chw.dowco.com
X-Trace: titanium.dowco.com 906664574 27839 207.23.91.14 (24 Sep 1998 19:16:14 GMT)
X-Complaints-To: abuse@dowco.com
NNTP-Posting-Date: 24 Sep 1998 19:16:14 GMT
X-Newsreader: Forte Free Agent 1.11/16.235
Xref: nntp.earthlink.net alt.religion.scientology:437994

This is a memorable document reflecting a memorable event in an eventful and memorable relationship between Scientology and Grady Ward. An acknowledgment of years of courage, talent, battle skills, wit and wisdom.

Congratulations, Grady. I look forward to meeting you at long last and discussing our interlocked lives and litigations.

I trust you will be amenable to testifying when I have the opportunity to oppose the order finding me in contempt of court for responding to your subpoena duces tecum in January, 1997.

Grady must be a mere phone call away from the highest management of $cientology for the rest of his life for a paltry $200.00 per month. And with all of his rights (plus the very same courage, talents and so forth) intact. There is no need to ever quote Hubbard ever again; whereas Grady's words will be sought because they will be seen to have value, in proof of which fact the cult of greed has already done so much to silence them.

Grady will very possibly end up with being able to auction away his $200 per month relationship for an amount perhaps even beyond the "Judgment's" extremely memorable $3,000,000 figure.

But until that happens, let us examine a universal call for the condemnation and invalidation of Scientology's leaders' policy and practice of procuring and becoming "beneficiaries" to "contracts" and "judgments" of psychological slavery and physical peonage. Scientology and its lawyers concoct these slavery contracts in cruelty and enforce them in cruelty extended through time. They are licenses to hunt humans.

That everything works together for good doen't mean working to make it bad makes it any better.

We call on Scientology one more time to let all people go. Release every person of whatever gender, age, race, religion, nation, affiliation or positn; whereas Grady's words will be sought because they will be seen to have value, in proof of which fact the cult of greed has already done so much to silence them.

Gerry

Path: nntp.earthlink.net!ne[illegible] .syr.edu!cyclone.bc.net!ne[illegible]bc.net!news.dowco.com!not-for-[illegible]
From: armstrong@dowco.com ([illegible]rry armstrong)
Newsgroups: alt.religion.scientology,misc.legal
Subject: Re: Ex parte motion to recover bond
Date: Fri, 25 Sep 1998 06:05:45 GMT
Organization: dowco.com internet (ISP)
Lines: 41
Message-ID: <360b3218.95614208@news.dowco.com>
References: <360a9996.1058833@news.supernews.com>
NNTP-Posting-Host: dialup-011.as1.chw.dowco.com
X-Trace: titanium.dowco.com 906703838 8281 207.23.91.11 (25 Sep 1998 06:10:38 GMT)
X-Complaints-To: abuse@dowco.com
NNTP-Posting-Date: 25 Sep 1998 06:10:38 GMT
X-Newsreader: Forte Free Agent 1.11/16.235
Xref: nntp.earthlink.net alt.religion.scientology:438368 misc.legal:173826

On Thu, 24 Sep 1998 19:15:10 GMT, grady@gradyward.com (Grady Ward)
wrote:

>
>
>IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
>CALIFORNIA
>
>RELIGIOUS TECHNOLOGY CENTER, a Scientology Corporation,
>
> Plaintiff,
>
> v.
>
>GRADY WARD, an individual,
>
> Defendant.
>
> NO. C-96-20207-RMW (EAI)
>
>DEFENDANT'S EX PARTE MOTION TO RECOVER PORTION OF BOND

<as they say, snip>

> Therefore, the defendant prays the court to remit $5,000.00
>to him as a result of prevailing on the trade secret claim and
>retain the remaining $5,000.00 pending the outcome of the
>defendant's appeal on the copyright claim.
>

VWD Have you given any thought to retaining me as an expert witness
in your future litigations?

I think you will need experts and other professionals and I would like
to be in on the ground floor with my own down line.

Although I am certified as "The best paralegal in the history of the
world," my expertise really is in witnessing expertly. Let me know
what claims you have.

Gerry

Path: nntp.earthlink.net! sfeed1.earthlink.net!newshub.r cheast.verio.net!news-ma
xwell.syr.edu!cyclone.bc! !news.bc.net!news.dowco.com!n for-mail
From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: $cientology = Psychology
Date: Wed, 30 Sep 1998 03:26:40 GMT
Organization: dowco.com internet (ISP)
Lines: 12
Message-ID: <3611a4ea.379035502@news.dowco.com>
NNTP-Posting-Host: express-195.flex1.chw.dowco.com
X-Trace: titanium.dowco.com 907126141 18042 209.87.12.195 (30 Sep 1998 03:29:01 GMT)
X-Complaints-To: abuse@dowco.com
NNTP-Posting-Date: 30 Sep 1998 03:29:01 GMT
X-Newsreader: Forte Free Agent 1.11/16.235
Xref: nntp.earthlink.net alt.religion.scientology:440118

There are at least 4 kinds of healing: physical, psychological, faith and spiritual. I say $cientology sells psychological "healing." $cientology does the same thing, although far less honestly and effectively, as psychology. $cientology's practices have nothing to do with spirituality or spiritual healing.

So, you $cientologists, ex-$cientologists, Free Zoners or anyone else, a question: Is there any basis at all, beyond tax and litigation advantages, for $cientology's claim that it is a spiritual practice and auditing is spiritual healing?

(c) Gerry Armstrong

Path: nntp.ear... ...nk.net!newsfeed1.earthlink.net!newsf... ...berkeley.edu!newsfeed.direc
From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: **Frightening but failed op in San Anselmo, CA**
Date: Tue, 17 Nov 1998 05:29:33 GMT
Organization: dowco.com internet (ISP)
Lines: 86
Message-ID: <365109af.99545905@news.dowco.com>
NNTP-Posting-Host: dialup-050.as2.chw.dowco.com
X-Trace: titanium.dowco.com 911277309 18227 207.23.91.50 (17 Nov 1998 04:35:09 GM
X-Complaints-To: abuse@dowco.com
NNTP-Posting-Date: 17 Nov 1998 04:35:09 GMT
X-Newsreader: Forte Free Agent 1.11/16.235
Xref: nntp.earthlink.net alt.religion.scientology:476589

(posted and emailed)

With what recently happened in Boulder, Colorado to Jesse Prince, which has all the the markings of a $cieno op, I though it timely to post the following declaration.

DECLARATION OF GERALD ARMSTRONG
I, Gerald Armstrong, declare:
1. On Saturday, March 21, 1998 I drove my car, a Ford Contour which I had rented from Budget Car Rental Company in Reno, Nevada, from Minden, Nevada to San Anselmo, California for the purpose of consulting with my attorney Ford Greene. I arrived at 6:00 P.M. and parked a short distance from Mr. Greene's office and home, which are located at 711 Sir Francis Drake Boulevard, and walked from my car to his home.
2. Mr. Greene was not home and I therefore visited with a friend Lori Phippeny who lives adjacent to Mr. Greene in an art studio at 715 Sir Francis Drake Boulevard which I had shared with her when I resided in California prior to my departure from California in January, 1997. Ms. Phippeny and I visited for about three hours, and then decided to go out for dinner together.
3. Ms. Phippeny and I walked to my car and got in. Immediately a San Anselmo Police cruiser pulled up in front of my car with its lights flashing. The officer driving the cruiser ordered me to stay in my car, and then within a minute or so approached my car to communicate with me. Within a few minutes a second cruiser arrived.
4. The officer demanded that I produce my driver's license and vehicle papers which I did. He asked me what I was doing there and I told him. Ms. Phippeny confirmed my information to the officer. He told me that a woman had made a report at the San Anselmo Police Department that I had chased her. The officer told me that she had specifically identified me, the car I was driving and the exact location where I had parked it.
5. I had at no time chased a woman or anyone or even encountered a woman or anyone either while in my car or while walking from my car to Mr. Greene's home, and I advised the officer of those facts.
6. The officer left me and Ms. Phippeny alone for a few minutes and went to his cruiser. I could hear that he was communicating by radio to someone whom I believe was the San Anselmo Police Department Dispatcher. I heard the radio reply that I had formerly possessed a California driver's license and that I had formerly resided at 715 Sir Francis Drake Boulevard.
7. The officer detained me for approximately 30 minutes during which time he essentially accused me of chasing the woman, whom he would not identify, and needled me about being nervous. Finally he let us go.
8. I believed at the time that the "police report" made by the

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Path:
nntp.earthlink.net!newsfeed1.earthlink.net!newsfeed.berkeley.edu!newsfeed.direct.ca!cyclone.bc.net!news.dowco.com!not-for-mail
From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: Shaking Off the Shudders - Clearwater 1998
Date: Fri, 27 Nov 1998 00:54:38 GMT
Organization: dowco.com internet (ISP)
Lines: 56
Message-ID: <365df6e9.14039049@news.dowco.com>
NNTP-Posting-Host: dialup-048.as2.chw.dowco.com
X-Trace: titanium.dowco.com 912124865 7401 207.23.91.48 (27 Nov 1998 00:01:05 GMT)
X-Complaints-To: abuse@dowco.com
NNTP-Posting-Date: 27 Nov 1998 00:01:05 GMT
X-Newsreader: Forte Free Agent 1.11/16.235
Xref: nntp.earthlink.net alt.religion.scientology:481817

There are a few people on this side of $cientology's war on human rights who have expressed a fear of communicating with me because they might be sued by the cult for "violating an injunction" (Marin County, CA) or "acting in concert" with me to "violate" such an order. It isn't important who these people are. They are being needlessly shuddered into silence.

What is important is to know that *no one* with whom I have communicated has been sued. And because no one with whom I have communicated has been sued, no one will be sued; or rather, no $cientology suit against anyone for communicating with me can be legally maintained.

It is true that cult lawyers and agents have threatened a number of individuals and media entities with legal action to prevent their communicating with me. Cult lawyers sent such threats to at least Arnie Lerma, Jeff Jacobsen, Lawrence Wollersheim, Robert Vaughn Young and Stacy Brooks Young. The cult sent such a threat to Channel 4 TV in the UK to try to prevent the broadcast of the "Secret Life of L. Ron Hubbard" last year, a program for which I had been interviewed.

Channel 4 lawyers prepared a list of all the other media I had spoken to after $cientology obtained its various court orders. None of these media were sued; and because none were sued, Channel 4 had better than good reason to believe it would not be sued. Consequently it went

ahead, included parts of my interview in its program, and *was not sued.*

Since then I have communicated with several more media entities and individuals, and none of them have been sued. The more people I communicate with about $cientology and my experiences with the cult, the weaker grows the cult's threat of legal action against them. By communicating freely with everyone I have eliminated the threat to everyone.

The answer to $cientology's legal threats and other efforts to shudder someone into silence is to communicate. And if there's any doubt, communicate. When everyone communicates freely and without threat about $cientology the reason for the opposition to it will no longer exist.

I mention this now because I will be in Clearwater this year for the annual protest of $cientology's abuse and horrific silencing of Lisa McPherson. $cientology knows I will be there, so everyone else might as well know too. I look forward to meeting and communicating with many old friends, and meeting and communicating with many new friends. It's safe to talk to me.

Same for Scientologists. Don't be shuddered into not communicating with all the protesters of good will. Talk to us; and if your seniors tell you not to communicate, tell them you are no longer their junior. When in doubt, communicate.

And remember, remember the 5th of December!

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Let's set up a televised debate
From: armstrong@dowco.com (gerry armstrong)
Date: Thu, 24 Dec 1998 05:10:39 GMT

The cult is very close to having to publicly, and not in sound bites, answer, debate and communicate before the world about its values, nature, source, validity, value, products, policies, practices and personnel. The war is completely on their turf. The recent TV shows were an opportunity wasted by Miscavige's $cientology on ineffective and stupid Hubbardian PR, as ultimately articulated by Kirstie Alley. Let us move toward a national level debate or hearing. Television from other countries does get into the US, so let's hold them there. Let's debate this US export, this US "religion."

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Re: SPTIMES 12/22/98:Letter to the Editor!
From: armstrong@dowco.com (gerry armstrong)
Date: Thu, 24 Dec 1998 05:08:30 GMT

On Tue, 22 Dec 1998 15:12:15 GMT, plan334opera@hotmail.com wrote:

>www.sptimes.com
>
>Letter to the Editor
>
>A word of warning at Christmas season
>
>It's the Christmas season again. Finally, some cool weather. Homes, stores
>and towns all decorated, parades, Christmas carols, food shopping. Everything
>to remind you of the Christmas season.
>
>Santa handing out Scientology propaganda. What?
>
>Yes, beware of the Scientology Wonderland and Santa Claus trying to recruit
>for the cult by handing out Scientology literature to your kids. That has got
>to be a new low. But what can you expect from an organization whose only goal
>is to expand and sell their expensive programs. They will even use Christmas
>to accomplish their goals. -- David Rodman, Dunedin

I recall that one of the cult attack lines is that the "out-of-town picketers don't represent the views of the local citizens. I would bet, however, that a compilation of Tampa Bay citizens' letters to the editors (Clearwater Sun, SP Times, etc). through $cientology's 23 years in Clearwater will reveal a high level of agreement between the local citizen critics and out-of-town citizen critics. Such a compilation will make a good response to this cult attack line, and make a good handout for future Clearwater protests or media involvements.

(c) Gerry Armstrong

>
>----------== Posted via Deja News, The Discussion Network ==----------
>http://www.dejanews.com/ Search, Read, Discuss, or Start Your Own

>During the time I spent on the RPF I was there on my own decision however insane
>that might seem to others.

So this is an opportunity to discuss Ralph's RPF assignment.

This discussion might be useful to Jeff Jacobsen, who, I recall, was some time back looking for information on Scientology's fires.

Ralph, are the following data accurate?

In May, 1977 there was a serious fire in the $cientology office building in Clearwater, where I was at that time the RPF Bosun. You and Cathy Rinder were assigned to the RPF for your parts in the causation of the fire. A secret, undistributed FCOassigned you and Cathy because it was thought that any admission of negligence on the organization's part would jeopardize the insurance claim. I saw the issue because I had to accept you into the RPF.

Can you provide details of what exactly happened?

I believe that, using normal terms and societal norms, and if I've got your assignment facts somewhere close to accurate, you were not in the RPF on your own decision. You were assigned there as punishment, just as a person assigned by a state court to prison, for the commission of a crime and perhaps even as a result of negligence, is there for punishment. He is there on his own decision, in that he did whatever he did, even by merely being there and communicating, but that is beyond normal terms and societal norms.

You did not decide to start a fire, or whatever you did, in furtherance of your decision to be on the RPF. You would rather the fire had not started. You were compelled by organization order and might to be on the RPF.

The fact that you benefited from your time in the RPF, is not a testament to the RPF's powers of spiritual rehabilitation but to the ability of the spirit to survive in and triumph over any slavery anywhere. Non-opposition to RPF assignments is something like being dragged by a horse in the direction it's going. It's better than the other possibilities.

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Miscavige & the Librarian (was a Letter to DM)
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 12 Jan 1999 02:30:03 GMT

On 10 Jan 1999 02:35:54 +0100, librarian@arscc.chimerical.library (The Librarian) wrote:

>Well, boys and girls, just when you wouldn't think that the deformed
>and demented little limp and run-away in Canada could devolve any
>further, he tries to resort to intellectual rape.
>
>Gerry seems to be constitutionally incapable of distinguishing
>a HARD FACT from a LIMP NOODLE!
>
>And what use does a girl like *me* have for somebody like
>*that,* I ask you!
>
>Uh, like, *none*.
>
>Would anybody out there like to give me a ten-minute
>back-rub before I go to sleep?
>
>Anybody?
>
> --<The ARSCC Librarian>

I'm not so sure this is the ARSCC Librarian. She didn't get many takers on that rub, and she seemed so much more sensible in earlier times. I really tried to be friends with these people, don't you think? Didn't I forgive them 70 times 7 times?

In any event it appears that the work of Aceofclubs, the librarian and the more specifically articulated of the goals over there in Veritasland are to (1) black PR Robert Vaughn Young, (2) black PR Gerry Armstrong and (3) get everyone else to believe that some untouchable attorneys in CSTare responsible for whatever there is to be responsible for and that David Miscavige is not responsible for any of it. Didn't these entities try to rip up Jesse Prince too?

No, DM is so close to this he left his words: deformed and demented little limp. Who would say such a thing? I reread my letter, oh

Defender of the Chairman of the Board, and I neither resorted to intellectual rape nor tried to resort to it. My intellect has never had any interest in rape. With DM it is true that I joked a bit, but that is really to let DM know that I am no threat whatsoever. And ridiculed some overreaching stupidities, because they are there. But I was clear in my letter and, even though I may have wandered unnecessarily when not wandering and not saying all the things I said would have gotten me there just as rapidly, I did definitely get to the point.

It cannot be stated with certainty that this op has fatally footbulleted because it is still in motion.

I am aware of the heightened threat that the librarian's response signals.

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: OCA Leads to Slavery (was Reasonable Question #9)
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 12 Jan 1999 02:48:33 GMT

(p & m)

On Sun, 10 Jan 1999 12:38:39 GMT, rickl@iinet.net.au (Rick Larsen) wrote:

>Would the CoS please provide academic details of the research design
>methodologies upon which the Oxford Capacity Analysis Test is based?
>Please include independent data on reliability and validity studies.
>Also please advise whether the test is administered and interpreted by
>registered psychologists.

It is important to know that the really quite crazy $cientology cultists use the results of their Oxford Capacity Analysis Test for purposes of personality destruction, intimidation and punishment. A $cientologist can be ordered to the cult's RPF, the slave camps $cientology maintains in its larger bases, for indeterminate but lengthy and very abusive sentences, for having a "low OCA."

The OCA, or "personality test;" has no validity, was never researched and is administered and interpreted by utterly unqualified unprofessional pseudoscientific cultists. The "test" is not dangerous in and of itself, but the use to which $cientology puts it is sick, dangerous and possibly even deadly. It is a well known fact that Lisa McPherson and others that have died in $cientology when they ought not to have died all had done this "test."

(c) Gerry Armstrong

>
>[Answers / comments from Scientologists only via this NG please].

>

========
Newsgroups: alt.religion.scientology
Subject: The other Ralph (was Clearwater Bank Fire)
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 12 Jan 1999 02:53:07 GMT

On Mon, 11 Jan 1999 04:51:27 GMT, r_payne@my-dejanews.com wrote:

>In article <36967727.661443375@news.dowco.com>,
> armstrong@dowco.com (gerry armstrong) wrote:
>>
>> I had been meaning to ask Ralph about this for some time, and now is
>> timely.
>
>You are not talking about Ralph Dorian - again, are you?

No, and you know what? I didn't even think of Ralph Dorian when I wrote the subject line. A short month ago I would have properly distinguished Mr. Hilton.

This is not to in any way slight or otherwise tick off Mr. Dorian. I had been meaning to ask the Dorian Ralph about a bunch of other things (and I have the faith that we will meet in person sometime soon) but not about the Clearwater bank fire.

Now that you mention that Ralph, however, I am reminded that the fire did start mysteriously. As did, he said, $cientology, to say nothing of himself. We know where Ralph Hilton was, goofing the floof, he said, by not alarming the fire department. But we don't know where Ralph Dorian was. I wonder if he's still alive and well.

(c) Gerry Armstrong

>
>Richard
>
>----------== Posted via Deja News, The Discussion Network ==----------
>http://www.dejanews.com/ Search, Read, Discuss, or Start Your Own

========
Newsgroups: alt.religion.scientology
Subject: John D responds for DM
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 12 Jan 1999 03:02:37 GMT

On 11 Jan 1999 04:28:10 +0100, johnd@myriad.net (John D.) wrote:

>Let's see if I got this right now ... you are going to write a whole
>bunch of letters, and you want others to also write a whole bunch of
>letters because you think they won't be appreciated, UNLESS someone
>cancels a settlement agreement you executed in 1986.

No. You got that wrong.It's too bad you didn't quote what it was that
led to your interpretation. It's better form.

Here's what I wrote:

[Quote]

I pretty well have to write my own book because you would not yet
be beyond ordering org attorneys to sue all the participants in
this very cool project for some legal nonsensicalness like acting
in concert with me to write you letters. The way out of this, and
for more than what it's worth, as you know, and as you know I've
said, the way out of a whole pile of problems and embarrassments,
is for you to abrogate the "contract" by which you say you believe
you "legally" bind and silence me. That you can do this with the
stroke of a pen and do not is a welcome advertisement for
$cientology's stupidity of thought. And please don't take that as
an insult, but an invitation to advertise your great wisdom by
curing a great many problems with such a great bold stroke.

[End quote]

You see, there's no such "UNLESS" connection. I'm writing this book of
letters to David Miscavige, other people can write a book of letters
to him, *and* he should, because it's really stupid not to, abrogate
his stupid "contract" and court order. I was just saying that
because of the stupid court order it was probably judicious of me to
write my own, rather than a collaborative book. I was averting
needless suffering.

>
>Well, ok, I can think with that. Judging your "writings" by the famed
>"pig letter" (remember that one, Ger? ... the "I dreamed I want to
>fuck the talking pig" letter you wrote as an earlier example of your
>literary mastery), I can certainly understand why no rational human
>being would wish to receive mail from you.

With that said, I am nevertheless grateful you wrote, because I take your reply, especially because of its black PR content, as a reply directly from DM. I can't imagine anyone else using the term rational being in this context when refering to himself.

The pig dream was not written as an earlier example of my literary mastery. But you know that. And it is really stupid to judge everything I might write by a dream recounted 14 years ago. Wouldn't you call the person making this bigoted judgment a bigot?

>
>However, after having worked as a paralegal for many years, haven't
>you learned anything? Don't you recall legal buzz words like
>"extortion" and "blackmail" when applied to using threats to bring
>about some sort of action? ... Oh, I got it. You're just exercising
>your First Amendment rights while hiding in your Mom's house in
>Canada, you big, brave freedom of speech fighter.

You might note that having gotten it wrong in your first paragraph it isn't right here. But, do you mean "threats," like wise up DM or we'll write you letters? And be careful, John, with terms like "blackmail" which just might be libel per se. It's usually preferable to consult a lawyer before you need one.

I actually exercise my First Amendment rights wherever I go. And you would certainly find it exciting if exercised your First Amendment rights and became yourself a big, brave freedom of speech fighter.

>
>You've lost it, Gerry. The courts upheld the settlement agreement and
>the injunction. The appeals court threw out your appeal. The court in
>Nevada threw out your case. Get a life.
>

The fact that the Marin County California issued an order prohibiting me from responding to, e.g., your black PR attacks, does not mean that

I have lost it nor that you and your cult have won. Centuries of slavery being judicially enforced in the United States didn't mean that the slavers would win. Although judicially ordered, slavery was still slavery and a societal evil. Although judicially ordered, your slave contract with Gerry Armstrong is still slavery and a societal evil all on its own.

What Miscavige and his attorneys won for $cientology in their judicial and extra-judicial efforts to silence me is something $cientologists really don't want and will come to wish they hadn't gotten.

See how much easier it would be if you didn't have to defend stupidity? Just as it was necessary for slaves in America to oppose slavery, and speak up and be free, even though before the 1860s slavery was legal and judicially enforced, it is necessary for me to oppose your organization's slavery, and speak up and be free, even though in the 1990s your slavery has been briefly judicially enforced.

You think slavery by the $cientology cult is just fine don't you?

(c) Gerry Armstrong

>John
>

========
Newsgroups: alt.religion.scientology
Subject: Re: $cientology
From: armstrong@dowco.com (gerry armstrong)
Date: Sat, 16 Jan 1999 21:14:26 GMT

On Fri, 15 Jan 1999 18:12:52 -0600, "J Moye" <J.Moye@gte.net> wrote:

>Say what you will about Christianity; at least the book is free.
>
It goes beyond the book.

Ask a $cientologist how much his "eternity" cost and he should say, "with my IAS discount, if I just go for the eternity route not get trained, if I purchase the whole package now, because it goes up every month, figuring in a couple of review intensives, give or take a commission or two, and provided they don't come up with even more rundowns before I get to eternity, right around $360,000."

Ask a Christian how much his eternity cost and he'd say, "Zip. Someone else paid for me."

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Russ, Paying For Ever (was $cientology)
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 18 Jan 1999 07:36:21 GMT

On Sun, 17 Jan 1999 00:15:28 -0700, "Russell Shaw" <rshaw@dancris.com> wrote:

>
>gerry armstrong wrote in message <36a10036.174595809@news.dowco.com>...
>>On Fri, 15 Jan 1999 18:12:52 -0600, "J Moye" <J.Moye@gte.net> wrote:
>>
>>>Say what you will about Christianity; at least the book is free.
>>>
>>It goes beyond the book.
>>
>>Ask a $cientologist how much his "eternity" cost and he should say,
>>"with my IAS discount, if I just go for the eternity route not get
>>trained, if I purchase the whole package now, because it goes up every
>>month, figuring in a couple of review intensives, give or take a
>>commission or two, and provided they don't come up with even more
>>rundowns before I get to eternity, right around $360,000."
>>
>>Ask a Christian how much his eternity cost and he'd say, "Zip. Someone
>>else paid for me."
>>
>>(c) Gerry Armstrong
>
>Even if the Christian quip is faster and sounds better - check with him and
>me *next* lifetime, and see who is in better shape.

Russell:

This deserves a substantive response, which this isn't, including some word clearing, but let me ask you first off, if you and the Christian come back for a next lifetime, then you hardly achieved eternity, wouldn't you say, but if you both did achieve eternity and did come back for a next lifetime, then surely the Christian would be in the better shape in the amount of $360,000, don't you think?

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Honey disconnect the phone.
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 22 Feb 1999 23:18:58 GMT

Been away for a while taking care of some ars-unrelated things, and got no feed the past two weeks when my ISP switched its upline news supplier.

I've rather enjoyed being absent, and I'm grateful that no one notices when I'm gone and sends the Mounties after me. I know there are some outstanding matters which I will get to as soon as possible.

The place is still perfectly recognizable. Still a hotbed of entheta. Still bringing the gospel to the enslaved $cientologists. Still allowing just about anybody to write whatever the alphabet permits. Still the best place for bringing all your evidence, even evidence of evidence, and getting virtual kisses from judges of virtual virtue.

And the sporgers have been beaten into submssion, right?

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: $cientologists and Psychiatry
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 22 Feb 1999 23:38:39 GMT

You know the way the cult, after any of its many abuses and violences, has tours of its staged section of an org or other operation?

I think it might be an excellent project for the psychiatric community to invite the $cientologists specifically to tour some of its hospitals and offices.

Every $cientologist holds a warped and dangerous view of psychiatrists, psychologists, and all sorts of medical practices. The professionals can give them a tour, answer their many questions and dispel their mu's. The media can be there to catch every word the $cientologists say, as well as the words of the psychitaric tour guide and other professionals.

I think that this can be just one step in a program by the psychitaric professionals in response to the insane jihad being waged on them by this psychologically, physically and politically dangerous tax exempt false religious cult, abetted by lawyers and professional spies.

I think that the psychitrists and psychologists have shown great restraint over the years and that the $cientologists have been emboldened and have engaged on so many fronts that a professional response could terminate the illness.

I think there is considerable social and educative value to a professional response, and of course great literary and media potential.

$cientology's implanting of its warped and dangerous view of psyhological care and the field's practitioners in the utterly vulnerable minds of its believers for utterly base purposes is the measure of this organization's sanity and danger.

David Miscavige would be very wise to shut down CCHR and begin to provide a sane and balanced view of psychitary, psychology (which his cultists are practicing without a license) and mental health to all the people over whom he has dominion.

He and his organization have many apologies to make for much cruelty.

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Re: William 'Bill' Broderick
From: armstrong@dowco.com (gerry armstrong)
Date: Sat, 06 Mar 1999 02:53:01 GMT

On 5 Mar 1999 09:28:57 -0800, martinh@islandnet.com (Martin Hunt)
wrote:

>In article <7bnurc$cn3@drn.newsguy.com>, Warrior <warrior@entheta.net> wrote:
>
>I found this tonight while doing a web search for "William Broderick".
>He was a Sea Org member at ASHO Day in the late-70s. I recall that William
>was ripped off of his Folder Admin post and sent "over the rainbow". In
>Scientology jargon, this meant that the staff member was being transferred
>to a secret location.

I knew Bill quite well first on the Apollo and then met him after I
escaped, maybe a couple of times, I recall, in the company of Jim
Dincalci. Bill had some cool posts on board, which I can't recall
specifically yet. After leaving the SO he was a slot mechanic, I think
in Las Vegas, and then went off doing something else, probably equally
cool. He was, except when he wasn't, he might say, on a spiritual
quest. You might look for him in Sedona, NM. He'd probably be happy to
hear from everyone.

(c) Gerry Armstrong

>
>Warrior
>See http://www.entheta.net/entheta/1stpersn/warrior/
>===
>
>Excerpt from ARS Week In Review, Vol 0 No 27 - 29 October 1995:
>
>Janie Peterson Affidavit
>
>An affidavit by Janie Peterson (from a 1982 case) was posted this week. Some
>excerpts:
>
>"I joined the Church of Scientology in March 1975 and was a member until July
>1980, during which time I spent 2 1/2 years as a staff member.
>

========
Newsgroups: alt.religion.scientology
Subject: Re: Only authorized LRH biography?
From: armstrong@dowco.com (gerry armstrong)
Date: Wed, 17 Mar 1999 20:18:02 GMT

On Wed, 17 Mar 1999 15:30:35 GMT, Rob_Clark@justicemail.com (Rob Clark) wrote:

>
>--
>if you can find it.
>
>current "official biographer" is dan sherman, long-term OT.

And $cientology covert agent.
>
>prior ones include gerry armstrong of course and RVY.

I was never the official biographer. I was the LRH biography researcher, assisting Omar Garrison, who was then the official biographer.

(c) Gerry Armstrong

>
>rob

========
Newsgroups: alt.religion.scientology
Subject: Re: Communication by Implication - Dorian Style Example
From: armstrong@dowco.com (gerry armstrong)
Date: Sat, 20 Mar 1999 08:32:47 GMT

On Fri, 19 Mar 1999 10:32:24 -0800, barb <bwarr@pacbell.net> wrote:

>Change alt.religion.scientology to alt.fraud.scientology!
>barb

I believe you're right. The R in ARSdoes tend to bring religion into
the subject of $cientology. AFS; it has a good ring to it.

I'll sign the papers.

(c) Gerry Armstrong

>
>Arnie Lerma wrote:
>
>> -----BEGIN PGP SIGNED MESSAGE-----
>>
>>
>> I'd like a newsgroup to fight the cult,
>>
>> participation in which doesnt make me
>>
>> unwilling part of the
>>
>> conspiracy to defraud the public - .
>>
>> By my mere presence posting on this newgroup
>>
>> am I making it seem there is "religion"]
>>
>> in alt.religion.scientology??
>>
>> Isnt this communication by implication?
>>
>> Scientology is a FRAUD
>> proof at http://www.lermanet.com/reference/
>> -----BEGIN PGP SIGNATURE-----

========
Newsgroups: alt.religion.scientology
Subject: Re: A most unusual situation
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 21 Mar 1999 20:27:02 GMT

On Sun, 21 Mar 1999 13:12:31 GMT, mail@bernie.us-inc.com (Bernie) wrote:

>On Fri, 19 Mar 1999 00:09:41 -0800 "J. Hass"
><timebandit@hass.net> wrote:
>
>>where do they go from here??
>>seems to be a lot of enemies for this organization --
>
>Hatred spreads faster than love.

Actually, love is already completely spread and goes nowhere. Hatred is a form of illusion which appears to blot out or destroy love. But hatred is just illusion, and when seen through it will be found that love is right there, having gone nowhere. Because it has gone nowhere, it can appear, I suppose, that it spreads slowly.

That's why the hate group of $cientology can never succeed. All the illusions in the world, the lies, the threats, the hatred, cannot destroy love. When $cientology and $cientologists cease lying, threatening and hating, it will be seen that nothing happened. Their lies, threats and hatred are without effect. Just like any wog's lies, threats and hatred.

With the $cientologists, however, lies, threats and hatred have been institutionalized. This makes them organized to hurt people, which of course is a great evil. The good news to $cientology is that the organization can be transformed, just as an individual can be transformed. Thus we, the critics, continue on. $cientology's transformation from a hate organization to a loving organization is worth hanging around for.

(c) Gerry Armstrong

>
>Bernie
>http://welcome.to/ars

========
Newsgroups: alt.religion.scientology
Subject: Standing Order No. 1 (was Vancouver Pickets)
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 21 Mar 1999 20:58:12 GMT

On Sun, 21 Mar 1999 14:08:50 GMT, mail@bernie.us-inc.com (Bernie) wrote:

>On 15 Mar 1999 02:38:00 -0800 martinh@islandnet.com (Martin Hunt)
>wrote:
>
>>but when Gerry started
>>to tell him about the SO-1 line and who really wrote those letters
>>in Hubbard's name, the guy scurried off: another case of no-confront.
>
>Who wrote those letters, and what are your evidences?

It was a well known fact on the Apollo that Hubbard did not write the letters which appeared to come from him, and did not even read the letters written to him.

The Standing Order No. 1 Unit received, read and answered, as if written and signed by Hubbard, all of his SO#1 communications.

Standing Order No. 1 was a lie.

There were many people in the SO#1 unit on the ship and then later in Clearwater.

During the two years I worked on the Hubbard biography project, I had the task of answering a few of the letters sent to Hubbard by people who knew him in his pre-Dianetics or early organization past. My letters were then typed up by SO#1 and signed with Hubbard's signature.

You are not really challenging the fact that Hubbard's SO#1 pronouncement was a lie, or that others wrote and signed Hubbard's letters are you?

This gentleman in Vancouver clearly treasured an actual SO#1 letter from Hubbard. It visibly shook him to start to learn that he had been defrauded. But isn't that better than what the cult does -- continue

to dominate his life with the fraud? Maybe now he can think a little more for himself, and someday be free.

The SO#1 lie came to an end, by the way, because the lie came back to bite Hubbard in his big butt.

Several of the people who had been targets of $cientology fair game sued Hubbard or sought to have him served to take his deposition. The IRS also sought his presence in court. Hubbard, as everyone knows, fled and went into hiding. The cult leaders then asserted, in order to justify the cult's refusal to accept service of subpoenas and summonses for Hubbard, that they had no way of communicating to him. The lawyers seeking to serve Hubbard then took a copy of the widely published and believed Standing Order No. 1, which stated that "All mail addressed to me shall be received by me," and used that lie to get around the later Hubbard and $cientology lie that there was no way of communicating with him.

(c) Gerry Armstrong

>
>Bernie
>http://welcome.to/ars
>http://www.bernie.us-inc.com

========
Newsgroups: alt.religion.scientology
Subject: Re: ARE YOU MY FOES?
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 22 Mar 1999 19:30:04 GMT

On Mon, 22 Mar 1999 08:00:36 -0800, Rondata <5150@whoever.com> wrote:

>I thought Vicki Aznarian was one of the good guys?
>I seem to remember reading an affidavit or two..

Vicki probably doesn't belong on the list, because she's not, to my knowledge, an active admitted $cientologist.

Vicki did however, after suing the cult, cave in to them for whatever reason, and did turn on the people who had helped her fight the cult. She and Rick, her husband, accepted money to cheat their attorneys. She then provided the cult with false affidavits attacking the people who had helped her and falsely contradicting her earlier sworn testimony.

She and Rick Aznaran have proven to be dishonest, cheats and cowards.

She and Rick really should correct the rotten things they did for $cientology after pretending to leave the cult.

(c) Gerry Armstrong
>
>Rhonda
>
>
>
>STICKWORK wrote:
>>
>> *** David Miscavige ***
>> Heber Jentzsch
>> Mike Rinder
>> Helena Kobrin
>> Janet Light
>> Kurt Weiland
>> Brian Anderson
>> Lymon Spurlock
>> Vicki Aznarian

========
Newsgroups: alt.religion.scientology,alt.conspiracy.jfk
Subject: Re: Fletcher Prouty
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 28 Mar 1999 22:16:49 GMT

On 28 Mar 1999 12:56:58 -0600, wbarwell@Starbase.NeoSoft.COM (William Barwell) wrote:

>In article <01be78c5$66fb7ac0$7589a6d1@gladys>, GS <gstayert@sgi.net> wrote:
>>
>>
>>>William Barwell <wbarwell@Starbase.NeoSoft.COM> wrote in article
>><7dk3qg$a8j$1@Starbase.NeoSoft.COM>...
>>> In article <36FD8470.E62570E6@rmii.com>, Eric Fowler <sockeye@rmii.com>
>>wrote:
>>> >
>
>>> No, he never was. He just picked up some quick $$$ for writing a
>>biography
>>> for Scientology.
>>
>>Len Osanic says he never wrote such a biography. Len knows what the Col.
>>has done much better than you. Yet you go on to embellish the incorrect
>>statement by implying that you "know" that he made "...quick $$..." by
>>doing so.
>>
>>You make yourself look quite foolish here. Are your statements on other
>>topics as robust in their veracity and insight?
>>
>
>Prouty most certainly did something for Scientology.
>Now, as to what is teh question. Hubbard long lied about
>his military service, and lied about being a highly decorated
>wounded vet, which he was not. When he was on tha Apollo, he
>incessently regaled his sea org followers with such tales.
>He even went so far as to send a letter to the Navy demanding copies
>of all his issued 21 medals. He sent a clever ruse of a letter meant
>to decieve teh clearks who were not decieved and sent only the 4
>undistiguished 'warm body' medals Hubbard could rightfully claim.
>Hubbard then went on to claim his medals were issued when he
>was doing secret work for the Navy, such medals themselves being thus
>secret, which is why he was not issued copies.

>Utter bullshit. As time went on, Hubbard's real Navy record started
>coming out and his claims in his mini-biographies stuck in back of
>numerous Hubbard books were exposed as the lies they were.
>
>After Hubbard's death, the cult started to handle this with a long
>and well planned propaganda effort to explain these things away.
>They rarely mentioned these things at all, and only would use
>such propaganda when very necessary.
>
>One bit of propaganda was a report prepared for Scientology by Fletcher
>Prouty. Prouty wrote a report claiming Hubbard was indeed in naval
>intelligence and that his records were "sheepdipped" that is were
>falsely created to hide his intelligence efforts.
>
>This indeed prouty did write for Scientology. some years ago, when
>examining Hubbard's piss poor military record and his lies, a
>Scientology propaganda minion, Andrew Milne, a staff writer
>for "Freedom", and editor of Scientology propaganda organ "Standup!"
>came into ARS and tried bullshitting us, and used Prouty's
>incompetent and utterly wrong ereport, biography or however you wish
>to characterize it, to explain away Hubbard's lies.
>
>Yes. Prouty did write something for Scientology to give
>Scientology some cover for the lying and bullshitting Hubbard
>did that had passed into official cult hagiograpy.
>
>Patrick Jost, a critic and ex-Scientologists who posted here back then and
>still on rare occasion pops back up from time to time here, actually
>took teh effort to find Prouty and write him about this. He wanted to
>know, what proof or evidence Prouty had that indeed, Hubbard ever did
>actually have "shhepdipped" records, or was actually involved in
>secret operations, the stories being extremely unlikely from many
>points of view.
>
>Prouty wrote back and admitted he remembered little of what he
>had written or what he had actually known about Hubbard when he wrote
>this apologism for Scientology.

Has this Prouty letter been posted?

>
>The fact though, that Prouty had held his position in the White House and
>other security related posts was sued by Scientology to paint

>Prouty as an expert on such matters, a form of intellectual
>authoritarianism, a hand wave argument.
>
>As far as anybody can tell, Prouty seems to have mistaken a notation
>on Hubbard's records, "16", which meant he was still on reserve
>status in 1945 when he was mustered out, as having some sort
>of status with Naval intelligence, which is wrong and incompetent.
>or worse.
>
>There are no "sheepdipped" Hubbard records. This is a farce
>from Prouty, cover for Hubbard's lies. Hubbard's whereabouts is well
>known and there is no room for secret daring-do escapades that
>earned him any medals.
>
>Patrick Yost, himself with past experience in security matters,
>took the effort to request Hubbard's records, all 600 pages
>from the Navy under the FOIA statutes.
>They are exactly and excruciatingly exactly what critics have long
>known, the records of a not too competent man whose career showed
>little signs of anything near what Hubbard would later claim.
>
>Not only that, but later, in a lawsuit, his Naval days would be an issue
>and his second in command aboard the PC-815 testified in court.
>The long time period in training for command for a subhunter, which
>is what PC-815 was, leaves no time for running around earning lots of
>medals in secret wars as Prouty would have us believe.
>
>You might want to have your buddy inquire about this report Prouty
>prepared about Hubbard and what prrof, hard evidence Prouty had
>that Hubbard was anything more than a doofus that lied a lot about his
>record.
>
>Prouty sure wrote SOMETHING. Which the church from time to time as
>necessary, trots out, waves around a bit, and claims this is proof
>from a highly decorated and competent military and security expert that
>once worked in the Kennedy Whitehouse that Hubbard was not a liar.

I recall that the Prouty sheepdip story appeared in a couple of places in cult "literature," but the first place it appeared, and the "source" for later stories, was a declaration Prouty signed for the cult which was filed in CSC v. Armstrong (LA Superior Ct. No. 420153) following the June, 1984 decision by Judge Breckenridge.

I suspect that the sheepdip idea floated to the surface after the Armstrong decision; otherwise the cult would have used Prouty as their expert at trial. But then again, maybe not, since they did use the Moulton testimony re PC 815 as mentioned.

I don't have the Prouty declaration, but I believe I can track down a copy, and will post it.

(c) Gerry Armstrong

.
>
>But Hubbard was a liar.
>
>Prouty has never exactly explained this, though Patrick Jost tried
>to find out just what went on.
>
>As one of those who reasoned with Andrew Milne when he was here
>trying to use Prouty's nonsense when he tried that, and has seen
>copies of the correspondance between Jost and Prouty, and seen
>quite a bit of Hubbard's outrageous lies and exposed more myself
>from time to time, I think the Prouty part in the propaganda
>war of Scientology needs some explaining. All Prouty ever really
>did offer was his opinion, no evidence whatsoever.
>
>If Prouty had otherwise, maybe your buddy can tell us what.
>Why not ask him?
>
>But first of all, find out what exactly Prouty did write for Scientology
>and under what circumstances.
>
>And yes, Prouty's name came out two years ago in a long article
>on the "Iron Mountain Report" in new Republic, he never managed to
>understand it was a hoax even after the hoax was exposed and owned up to
>by the hoaxers. He is a well known Kennedy assassination fringe figure
>and also a fringe figure in the holocaust denial movement. He is not
>exactly a well regarded researcher I would hazard to state, by people who
>know about such things.
>
>YMMV
>
>Pope Charles
>SubGenius Pope of Houston
>Slack!

========
Newsgroups: alt.religion.scientology
Subject: Re: FACTNet and Scientology Settlement Agreement Signed on 3-19-99
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 28 Mar 1999 21:53:04 GMT

(posted and emailed)

On Sun, 28 Mar 1999 01:31:43 GMT, bob@minton.org (Bob Minton) wrote:

>-----BEGIN PGP SIGNED MESSAGE-----
>Hash: SHA1
>
>
>SETTLEMENT AGREEMENT
>AND MUTUAL GENERAL RELEASE
>
> This Settlement Agreement and Mutual General Release ("Agreement")
>is
>made as of the 19th day of March, 1999, by and between FACTNet, Inc.,
>a Colorado corporation, ("FACTNet"), Lawrence Wollersheim, as an
>individual, ("Wollersheim"), Robert Penny as an individual, ("Penny"),
>on the one hand, and Bridge Publications, Inc., ("BPI"), and Religious
>Technology Center, ("RTC"), on the other hand. Each of the above named
>entities and individuals is herein after referred to as "the parties".
>The parties enter into this Agreement in recognition of the following:
>
>A. Certain disputes have arisen among the parties concerning their
>respective legal rights and obligations, which disputes have resulted,
>and are likely to continue to result, in litigation, and create the
>potential of future litigation if they are not resolved.
>
>B. Among the consequences of those disputes has been litigation in the
>form of the action entitled Bridge Publications Inc. v. FACTNet, Inc.,
>et al: Civil Action Number 95-B-2143 pending in the United States
>District Court for the District of Colorado ("BPI v. FACTNet").
>
>C. The parties, recognizing the expense, vagaries, and uncertainties
>of protracted litigation, have agreed to resolve their disputes, to
>compromise their claims, and to memorialize their respective rights,
>duties, responsibilities and obligations.
>
>D. In full satisfaction of any and all disputes and claims, and in

>consideration of the exchange of full, general, and mutual releases,
>and upon the terms and conditions, the premises and promises, and the
>covenants stated below, the parties agree as follows:
>
>
>I. Undertakings of FACTNet, Wollersheim & Penny
>Within 30 days of the execution of this Agreement by all parties,
>FACTNet, Wollersheim and Penny shall:
>
>A. Return to counsel of record herein for BPI all documents in
>whatever form, including but not limited to copies, notes, digests,
>summaries, extracts, computer discs and media (collectively
>"document") known as the "Advanced Technology" of the Scientology
>religion.

So far this looks fine.

In my opinion, if Lawrence and Bob have been able to remove, or have removed for them, and along with them Ann Weber, Margery Wakefield, Bob Minton, Stacy Brooks, Jesse Prince and others beyond them I suppose, the oppression of that piece of the $cientology litigation war, then thank God.

The "return" of the Adolescent Technology (R) by FACTNet is a call to everyone else who has brains to think to do what is reasonable to make safe immediately, make available forever and distribute widely every item under that rubric.

>
>B. Return to counsel of record herein for BPI all other copyrighted
>documents, the copyrights of which are claimed by any of the
>"Scientology Related Entities" (all entities and organizations now or
>hereafter affiliated or associated with the Scientology Religion and
>all of the past, present, and future officers, directors, trustees and
>representatives thereof), to be owned by or licensed by or to any of
>them, ("Scientology Copyrighted Materials"), other than any published
>work legally purchased by or given to FACTNet, Wollersheim or Penny.

This is cool. Sounds like FACTNet keeps everything it has except for the Adolescent Tech. I cannot imagine FACTNet, Lawrence or Bob obtaining anything relating to $cientology illegally. But I hope FACTNet does advise us soon, what documents, if any, are considered in this paragraph.

>
>C. Return to counsel of record herein for BPI all documents produced
>by RTC and BPI in the BPI v. FACTNet case that are in their
>possession, custody or control, or in the possession of their
>attorneys, or which have been given to experts, including but not
>limited to the financial records provided to defendants in that
>action.

This will not be any documents which have become part of the court record, right? Just documents produced by plaintiffs in discovery, and not filed in court, right? And the court files are not sealed, right?

>
>D. Retrieve and return to counsel of record herein for BPI, all
>Advanced Technology or copyrighted documents that have been given to
>counsel or any expert.
>
>E. Execute the Consent to Entry of a Final Judgment and Permanent
>Injunction in the BPI v. FACTNet case in the form annexed to this
>Agreement as Attachment 1. However, BPI and RTC shall not take any
>steps to execute or collect upon said judgment except as set forth at
>Paragraph V below.
>
>
>II. Future Copyright Infringement
>
>FACTNet, Wollersheim and Penny expressly covenant that neither they
>nor any person or entity acting on their behalf now has or will ever
>knowingly have possession, custody, or control of any of the Advanced
>Technology of Scientology in any form nor commit, encourage or approve
>any conduct constituting copyright infringement of Scientology
>Copyrighted Materials of the Scientology Related Entities.

Now I must say wow!

To never "have possession, custody, or control" of any of these papers is giving them an almost satanic power. Again this settlement calls out for these papers to be so exposed and widely viewed for their existence and ludicrous content as to form landfill.

FACTNet and company are not to be criticized for permitting this "contract's" onerousness. What CST, RTC, DM and Co. are doing to

suppress criticism must be stopped. This "contract" will be only the latest event on this long sordid and still.unbroken chain of $cientology suppression.

Not "approv[ing of] any conduct" which by the cult of $cientology's "law" constitutes copyright infringement is almost laughable if it were not so demonic. This is completely unenforceable and stupid.

In the religious realm this would be equivalent to not approving of the distribution of the Holy Bible. In the social real it would be equivalent to not approving of the distribution of the Pentagon Papers. Requiring the settling parties' disapproval of those things for "copyright reasons" is unenforceable and stupid.

By this "contract," the defendants are being "forced" to make untrue representations.

"Encourage?" FACTNet's very "settlement" encourages people to make safe, available and widely distributed the so called "Adolescent Technology."

I myself am encouraged to write this. And I'm grateful to Bob Minton for making this document public so that we can be encouraged.

People, for the rest of time, or until $cientology ceases its criminal use of commercial law to suppress exposure and criticism, whichever comes first, will be enouraged by FACTNet to make safe, make available and distribute the Adolescent Tech.

FACTNet and company should let $cientology and all the attorneys involved know of the reality of this fact. I'm encouraged by it, and I think others will be as well.

>
>
>III. General Releases
>
>A. BPI hereby releases and forever discharges FACTNet from "any and
>all claims" they may have against FACTNet, from the beginning of time
>to and including the effective date of this agreement, save for the
>Final Judgment being entered contemporaneously with the execution of
>the Agreement.
>

>B. FACTNet hereby releases and forever discharges BPI from "any and
>all claims" which it may have against BPI, from the beginning of time
>to and including the effective date of this agreement.
>
>C. FACTNet, Wollersheim and Penny hereby release and forever discharge
>BPI and RTC from all claims that were asserted or could have been
>asserted in or arising out of BPI v. FACTNet.
>
>D. BPI and RTC hereby release and forever discharge FACTNet,
>Wollersheim and Penny from all claims that were asserted or could have
>been asserted in or arising out of BPI v. FACTNet.

Way to go FACTNet and company. These paragraphs A-D are what are important.

And way to go Bob Minton. It appears that by this settlement you have had to relinquish any FACTNet claim by which you could have recouped what you provided to support the litigation. I would say, without knowing any specifics, that your financial help to FACTNet made this settlement possible. Having a sense of that case from the raid on forward, I believe that your money was invested wisely.

>
>E. The term "any and all claims" as used in subparagraphs A and B
>above, means and includes, but is not limited to, all claims of any
>kind, whether known or unknown, in law or in equity, anticipated or
>unanticipated, past or present, contingent or fixed, matured or
>inchoate, as of the effective date of this Agreement, save for said
>Final Judgment.
>
>
>IV. Representations and Warranties
>
>The parties to this Agreement covenant, represent, warrant, and agree
>as follows:
>
>A. The parties and each of them hereby acknowledge that they have been
>represented by counsel of their choice throughout the negotiations
>which resulted in the drafting, review and execution of this
>Agreement. The parties each acknowledge that it has executed this
>Agreement voluntarily, without coercion or duress of any kind, and
>upon the advice of counsel.
>

>B. The parties have read this Agreement and understand its contents.
>
>C. The parties have made such investigation of the facts pertaining to
>this Agreement, and of all the terms thereof and matters pertaining
>thereto, as they have deemed necessary.
>
>D. Each party to this Agreement has cooperated in the drafting and
>preparation of this Agreement. Hence, in any construction to be made
>of this Agreement, it shall not be construed against any party on the
>basis of authorship.

Oh sure. I can just see Lawrence saying, "Oh please, $cientology, oh please, include a clause prohibiting my possession, custody, or control of any of your OT tech, and make sure you prohibit my encouraging or approving any conduct you might consider infringement of your copyrights."

>E. All signatories to this Agreement represent that they are duly
>authorized and have the full power and authority to enter into this
>Agreement.
>
>F. Each of the parties to this agreement represents and warrants that
>it has not sold, pledged, assigned, impaired or otherwise transferred
>to any third party any interest in any claim it may have against
>another party to this Agreement which is being released under this
>Agreement, and each agrees to indemnify and hold the other harmless
>from any liability, including actual costs of defense, resulting from
>having assigned or transferred such interest to a third party.
>
>G. All representations, warranties and rights hereunder, shall be
>binding upon and inure to the benefit of their respective successors
>and assigns.

This is an amazing concept. FACTNet might be kept alive just for its value in the campaign to make safe, make available and distribute the cult's adolescent "technology."

On the other hand, the onerousness of the suppression clauses and the potential for future $cientology abuse (remember $cientology v. Armstrong) excuse whatever FACTNet does and what phoenix arises from its ashes.

>

>H. FACTNet, Wollersheim and Penny acknowledge that each and every
>representation, warranty, agreement and undertaking of them set forth
>in this Agreement is a separate material term and condition hereof,
>and a breach of any shall give rise to the remedies set forth herein.

What? Whereas BPI and RTC do not so acknowledge? $cientology will be shown to have been very stupid to seek one-sided "contracts" which permit the continued suppression of the other parties. Fair play is a much better investment than fair game.

>
>
>V. Execution Upon and Collection of Final Judgment
>
>Contemporaneous with the execution of this Agreement, there is being
>entered with the Federal District Court for the District of Colorado
>in Denver, the Final Judgment and Permanent Injunction which provides,
>inter alia, for Final Judgment against FACTNet in the amount of One
>Million dollars ($1,000,000.00) none of which amount shall be
>dischargeable in Bankruptcy.
>
> RTC or BPI may execute and collect upon said Judgment, against
>FACTNet to the full extent permitted by law, but only if it is
>determined that FACTNet has committed an act constituting a violation
>or contempt of the Permanent Injunction entered contemporaneously.
>
>
>VI. Nature of the Agreement
>
>The terms of this Agreement are contractual and not mere recitals.
>This Agreement may be amended only by a written instrument executed by
>all of the parties to this Agreement or their respective successors.
>In addition, the headings that are used herein are for the convenience
>of the Parties and do not form any part of the contractual terms of
>this Agreement.

Remind the $cientology lawyers of this clause when they seek to strip the evil from this "settlement."

>
>
>VII. Costs Attendant to Settlement
>

>Each party to this Agreement shall bear its respective costs with
>respect to the negotiation, drafting, execution, and performance of
>this Agreement and all acts required to be undertaken by the terms
>thereof.
>
>
>VIII. Third Party Beneficiaries of this Agreement
>To the extent that this Agreement inures to the benefit of persons or
>entities not named parties or signatories hereto, this Agreement is
>hereby declared to be made for their respective benefits and shall be
>directly enforceable by each of them.
>
>
>IX. Additional Acts
>
>All parties shall execute and deliver all documents and perform all
>further acts that may be reasonably necessary and useful to effectuate
>the purposes and provisions of this Agreement.
>
>
>X. Severability
>
>In the event any provision of this Agreement is finally held to be
>void or otherwise unenforceable by the highest court of competent
>jurisdiction to address the matter, all remaining provisions shall
>remain in full force and effect.
>
>
>XI. Inconsistent Acts
>
>All parties to this Agreement agree to forbear and refrain from doing
>any act or exercising any right, whether existing now or in the
>future, which act or exercise is inconsistent with this Agreement.

In the $cientology v. Armstrong litigation, this clause meant to $cientology that since the "agreement" was an act of fair game, it was not inconsistent with the "agreement" to continue to fair game me after the "settlement."

>
>
>XII. Modification or Revocation
>

>This Agreement may not be modified or revoked except by a written
>instrument executed by all parties to this Agreement.
>
>
>XIII. Entire Agreements and Counterparts
>
>This Agreement contains the entire agreement and understandings
>between the parties. There are no prior or contemporaneous oral
>agreements or undertakings, nor any other written agreements between
>the parties. This Agreement may be executed and delivered in
>counterparts by facsimile transmission or otherwise, each of which
>shall be deemed an original.
>
>
>XIV. Notices
>
>Any and all notices permitted or required pursuant to the terms of
>this Agreement shall be in writing and shall be transmitted via
>prepaid United States mail, sent certified mail, return receipt
>requested, addressed as follows:
>
>A. As to FACTNet, any and all such notices shall be addressed to:
>
>Daniel A. Leipold, Esq.
>Leipold, Donohue & Shipe
>960-A West Seventeenth Street
>Santa Ana, California 92706
>
>B. As to Wollersheim, any and all such notices shall be addressed to:
>
>Clifford L. Beem, Esq.
>Beem & Mann
>1 Norwest Center, Suite 3901
>1700 Lincoln St.
>Denver, Colorado 80203
>
>C. As to Penny, any and all such notices shall be addressed to :
>
>Robert Penny
>C/O Ann Weber
>6962 Miro Court
>Longmont, Colorado 80501
>

>D. As to the Scientology Related Entities, any and all such notices
>shall be addressed to:
>
>Samuel D. Rosen, Esq.
>Paul, Hastings, Janofsky & Walker LLP
>399 Park Avenue, 31st Floor
>New York, New York 10022
>
> Any said notice shall be effective upon receipt. Any change in the
>above persons or addresses to which notices under this Agreement are
>to be sent shall be accomplished by, and effective immediately upon,
>the service of notice of such change upon the other party hereto in
>accordance with the terms hereof.
>
> IN WITNESS WHEREOF, the parties hereto have executed and delivered
>this Agreement, on the date first appearing above.
>

>FACTNET, INC.	BRIDGE PUBLICATIONS, INC.
>_____	_____
>By: Its Director	By: Its President
>LEIPOLD, DONOHUE & SHIPE, LLP >& >WALKER LLP	PAUL, HASTINGS, JANOFSKY
>_____	_____
>Daniel A. Leipold >Attorney for >FACTNET, INC.	Barbara Reeves Attorney for BRIDGE PUBLICATIONS, INC.
>LAWRENCE WOLLERSHEIM	RELIGIOUS TECHNOLOGY CENTER
>_____	_____
>As an individual	By: Its President
>ROBERT PENNY	
>_____	

Newsgroups: alt.religion.scientology
Subject: Oh, so when Rinder says
From: armstrong@dowco.com (gerry armstrong)
Date: Fri, 02 Apr 1999 00:54:08 GMT
---

that the organization (his organization) is not responsible for $cientology's internet terrorism he's telling us that there is an autonomous criminal element again loose in $cientology. With evil intentions, cash to burn and nothing better to do with their time.

And they're not under Rinder's control. Which should not be big news because there's next to nothing in $cientology under Rinder's control. David Miscavige, on the other hand; there's someone whose testimony on the internet side of his fair game machine would be valuable.

(c) Gerry Armstrong

==========
Newsgroups: alt.religion.scientology
Subject: Re: - Scientologists Ashamed of Their Beliefs!
From: armstrong@dowco.com (gerry armstrong)
Date: Sat, 03 Apr 1999 01:15:32 GMT

On Thu, 01 Apr 1999 20:46:36 GMT, sclemmons@mtwain.com (Darryl) wrote:

>On 1 Apr 1999 20:00:57 -0000, Paper Tiger
><papertiger@redneck.efga.org> wrote:
>
>>-----BEGIN PGP SIGNED MESSAGE-----
>>
>>In Message-ID: <3701acc7.623262604@news.earthlink.net>,
>>publicrelations@scientology.org (Public Relations) wrote:
>>>
>>> RE: FREEDOM MAGAZINE
>>>
>>> In 1968, the Church established an investigative
>>> journal, Freedom, to support and advance the cause of
>>> individual rights. It is today published in more than a
>>> dozen editions and many languages. In every land, it stands
>>> as a voice for freedom of speech.

Heh, $cientology liars. If you stood for freedom of speech you would have, $10,000,000 ago, ceased trying to silence me. Your cult of $cientology and your cult's black PR rag ""Freedom"" stand as suppressors of free speech.

All the lies in the world, $cientology, will not make you truthful. Give it up. Stop lying, stop suppressing, and stop trying to destroy freedom of speech.

(c) Gerry Armstrong

Newsgroups: alt.religion.scientology
Subject: Re: Apostates
From: armstrong@dowco.com (gerry armstrong)
Date: Sat, 03 Apr 1999 01:08:54 GMT

On Wed, 31 Mar 1999 05:04:25 GMT, publicrelations@scientology.org (Public Relations) wrote:

>
> RE: APOSTATES

You are very foolish to call, for unwanted gains, the people whom you target, "apostates." You do this, of course, to make your psycho-cult seem religious.

Sooner or later, however, the world will wake up to the fact that you and your cult are promoting and practising religious discrimination and intolerance. Flat out religious bigotry. You cannot keep a waking world asleep with lies forever.

Your whole philosophy of "Suppressive Persons" is religious discrimination and intolerance. It has led and is leading to violence against that group of people you wrongly target with your false, stupid and dangerous philosophy.

Your brand of discrimination is parallel to the Nazis' discriminatory, intolerant and brutal treatment the Jews. You even excuse your religious discrimination with pseudo-scientific writings by L. Ron Hubbard. This terrible bigot writes reams of hate literature attacking and vilifying on his bogus scientific bases people declared "Suppressive Persons." All of these policies, enforced by yet other policies, are vile religious bigotry.

Your organization will very soon become known universally as a promoter of religious bigotry and hatred. You will bring shame to the United States and to any person who has supported you. You must act to reverse the downward spiral on which you are taking so many innocent people.

$PC, take down that page.

(c) Gerry Armstrong

Newsgroups: alt.religion.scientology
Subject: Re: Scientologists - drug free
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 04 Apr 1999 08:25:31 GMT

On Sat, 03 Apr 1999 15:16:27 GMT, mail@bernie.us-inc.com (Bernie) wrote:

>
>Scienos will take pain killers if nothing else helps. It's just that
>they avoid to take anything if they can help it.

Some of them. Hubbard had drugs illegally obtained for him on the ship in the 70's. Other $cientologists are addicted, as Hubbard was, to cigarettes, and they can't help it.

Wouldn't you agree that the "drug rundown" is an utter fraud?

(c) Gerry Armstrong

>
>Bernie
>http://welcome.to/ars
>http://www.bernie.us-inc.com

==========

Newsgroups: alt.religion.scientology,alt.conspiracy.jfk
Subject: Re: Col. L. Fletcher Prouty
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 04 Apr 1999 17:01:36 GMT

On 30 Mar 1999 19:53:20 -0600, wbarwell@Starbase.NeoSoft.COM (William Barwell) wrote:

>In article <01be796c$3453f960$aeafc2cf@default>,
>Leonard Osanic <osanic@astridmm.com> wrote:
>>Hello Chris
>>
>>You wrote...
>>
>>>One bit of propaganda was a report prepared for Scientology by Fletcher
>>>Prouty. Prouty wrote a report claiming Hubbard was indeed in naval
>>>intelligence and that his records were "sheepdipped" that is were
>>>falsely created to hide his intelligence efforts.
>>
>>>commenting on Hubbard's supposed military record.
>>>It refers to the copy of Hubbard's notice of separation
>>> which appears to be a rather crude forgery
>>>(it differs considerably from the copy available from the US Navy):
>>
>>Col. L. Fletcher Prouty was hired to go over official military records,
>>and only points out that...
>>
>>>it differs considerably from the copy available from the US Navy)
>>
>>That is evidence of sheepdipping as you mentioned.

Hubbard had within his piles of naval papers various blank pages of navy stationery, blank navy forms, and possibly even blank separation papers. He also had various of these naval documents which it appeared to me that he had himself filled out -- considerably different from the copy available from and filled out by the navy.

I was led to the conclusion when I had possession of Hubbard's archive that it was he himself who created the falsehoods, apparently to glorify his inglorious naval career and get himself a bigger pension. This is borne out as well by Hubbard's "Admissions" in which he confesses to much of this. I would bet the cultists handling Prouty

didn't give him the "Admissions" when they retained him to write his sheepdip opus.

In Hubbard's life there is no real evidence of sheepdipping, but plenty of evidence of hogwash.

(c) Gerry Armstrong

==========

Newsgroups: alt.religion.scientology
Subject: Re: SPC loses first round
From: armstrong@dowco.com (gerry armstrong)
Date: Wed, 07 Apr 1999 00:01:15 GMT

On Tue, 06 Apr 1999 16:59:37 GMT, tilman@berlin.snafu.de (Tilman Hausherr) wrote:

>SPC has lost the first round: Geocities has disabled their page at
>http://www.geocities.com/SoHo/Square/4504/
>which contained several copyright violations. My next step is to handle
>Relaypoint.net, with the DMCA. That will be a particular pleasure,
>because I believe scientology helped with its "birth".

Heh. Way to go Tilman.

I think it can be shown by the chain and history of the textual content as well as the specific copyrighted photos that $cientology; i.e., ultimately David Miscavige, is its source. Also by intent; i.e., motive, opportunity, means. Add that to the electronic or financial trail and I'd say there's no jury which could not convict.

(c) Gerry Armstrong

>
>--
>Tilman Hausherr [KoX, SP4]
>tilman@berlin.snafu.de http://www.snafu.de/~tilman/#cos
>
> Resistance is futile. You will be enturbulated. [ll ot]
>
>Clearwater 1998 pictures: http://www.geocities.com/Athens/Oracle/4497/clearwater/
>Los Angeles 1998 pictures: http://www.geocities.com/Athens/Oracle/4497/losangeles1998/
>Find broken links on your web site: http://www.snafu.de/~tilman/[ll ot]
>Annoy scientology by buying books: http://www.snafu.de/~tilman/bookstore.html

==========
Newsgroups: alt.religion.scientology
Subject: Re: Legal questions
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 11 Apr 1999 20:44:29 GMT

On Sun, 11 Apr 1999 08:48:31 GMT, Ted.Mayett@worldnet.att.net (Ted Mayett) wrote:

>What if a church had sacred scriptures, and one of the members of that
>church decided that these scriptures should be freely given out.
>What if that member believed that Mankinds only salvation was with
>those scriptures, and that they *must* be made available for free.

In the copyright realm, if the church had not been a church and had not tried to be a church and rejected efforts to be made a church, then the church could enforce commercial copyrights.The "church" of $cientology, however, called itself a church, tried very hard to be recognized as a church and did not reject efforts to be made a church.

By contrast, Jerry Garcia did not call himself a church, did not try to become a church and rejected efforts to make a church of him. There is a church which believes that truth comes through Jerry's guitar. These folks could not logically use their diefication of him to escape commercial copyright laws in the free distribution of his works.

The same law interpreted the same way which gives us "$cientology the religion" makes opposition to $cientology religious and the distribution of their "sacred scriptures" protected religious expression. All picket expenses, indeed computer expenses, for tjose who participate here on ars, are tax deductable religious contributions. How else could it be?

>
>The questions are:
>So this guy gets sued, and loses in court.

Yep, been there done that.

>But the guy still makes the material available for free, the guy just
>doesn't care about the Courts, or anything except the
>Salvation of Mankind.

That's what has happened and is happening. That's what God's helpers have been doing, whether they knew it or not. Every time a dark and hidden corner of $cientology is brought to the light, with every click on send, mankind is a little closer to salvation.

>What would eventually happen,
>Would the guy eventually do time in jail for this religious belief?

That's the issue in $cientology v. Armstrong. They want me to be jailed for what is clearly religious expression violating no one's rights. I believe that ultimately the courts and government will be forced to confront, allow the discussion and examination of, and apply their own reasoned judgments to $cientology and religion itself. The avoidance of discussion and reason for unreasoned reasons is stupid and we have a right to unstupid courts and government.

>
>Can a church, sue one of its members, for making their Gospels known?
>Just how far does religious freedom extend?

It has been perverted to now mean the freedom of the leaders of a religion to do what they want to members (and in $cientology's case non-members). Its only sane interpretation is that the religious freedoms are for the members. A member of a religion must be free to say what he wants to whomever he wants to talk to without fear of punishment. A member must be free to come and go as he wishes. A member must be free to start his own church doing the exact same thing or the opposite thing or anything in between. Those are the sorts of things on which religious freedom is based. $cientology uses religious freedom to mean the right to strip people of their religious freedom.

>
>These are not pure Copyright questions, but rather complex questions
>of Religious Freedom.

Cool.

Oh, IANAL.

(c) Gerry Armstrong

>
>

==========
Newsgroups: alt.religion.scientology
Subject: Note about the Controller's Office/Committee (was Narconon Denied)
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 19 Apr 1999 23:11:30 GMT

On Tue, 13 Apr 1999 17:48:11 GMT, stacyb1@ix.netcom.com (Stacy Brooks) wrote:

>On 13 Apr 1999 11:33:01 GMT, rkeller@netaxs.com (Rod Keller) wrote:
>
>[snip]
>>
>>A Clearwater couple, Larry and Jessica Byrnes, mailed letters
>> to several elementary schools in January and February, asking permission
>>to speak to students, district officials said.
>>
>>The Byrnes, who are Scientologists, moved to Clearwater in October from
>>New Hampshire, where they said they made Narconon presentations to
>>thousands of public and private school students during a five-year period.
>>New Hampshire school officials could not be reached Monday.
>>
>Jessica Byrne is the former Jessica Parcelle. She used to be married to
>Charles Parcelle, now an attorney in southern California. Before that she was
>Jessica Piccone, married to Enzo. She was in Public Relations in the
>Guardian's Office Worldwide at St. Hill for a long time. She was a really good
>friend of mine, a very nice person, never a Nazi, got in a lot of trouble for
>not being tough enough.
>
>Larry Byrne was also long-term Guardian's Office. I believe he was on the
>Controller's Committee when the big bust happened in 1981, when DM took over
>the Guardian's Office. The Controller's Committee was established after Mary
>Sue was indicted, to make sure there was someone overseeing each bureau.

The *Office* of the Controller had started really when Mary Sue, who had been the first Guardian, turned that hat over to Jane Kember and became the Controller. Controller's Assistant posts started to be manned in the ship days, before the indictments and before the FBI raid. Fred Hare was CASW on the ship. Ann was CAL. Jimmy was CAI, but physically located for a period of time in Pac (LA) before arrival at Flag.

The Controller's *Committee,* I believe you're right, resulted from

the indictment, and included other staff.

(c) Gerry Armstrong

>So
>there was a Controller's Assistant for PR (CAPR -- Debbie Hubbert, later
>Debbie Rossouw), Controller's Assistant for Legal (CAL -- Ann Mulligan),
>Controller's Assistant for Intelligence (CAI -- Jimmy Mulligan), Controller's
>Assistant for Snow White (CASW -- Fred Hare, who did nothing but oversee the
>SW activities in PR, Legal and Intelligence), etc. I may be mistaken but I
>think David Butterworth was Controller's Assistant for Social Coordination
>(CASC) and I am pretty sure that Larry Byrne was Controller's Assistant for
>Finance (CAF). If anyone else remembers, please refresh my memory. Perhaps
>Warrior can remember.

<snip>

>
>Stacy
>
>
>

==========
Newsgroups: alt.religion.scientology
Subject: Re: A letter from "Ron" about family time in the SO
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 20 Apr 1999 16:34:21 GMT

On 14 Apr 1999 21:58:45 -0700, Warrior <warrior@entheta.net> wrote:

>If you are interested in reading one of my
>letters from "Ron", you may see a scan of it at:
>
>http://www.entheta.net/entheta/1stpersn/warrior/so1.jpg
>
>I'm interested in reading any thoughts you may have
>about the letter from "LRH" to me.

This is a phony letter from, as you say, "Ron." What is its date?

Hubbard cared so little about your children that he didn't receive your letter about them, didn't want to receive your letter, and had someone completely unknown to you and unknown to him send you his phony letter refering you to some policy for the scummy purpose of keeping you a little longer under his cult's control.

As for Hubbard and his own "parent's time" with his children, I think he treated them like he treated everyone else -- with braggadocio, bullying and bullshit. What a dad!

(c) Gerry Armstrong

>
>Warrior
>See http://www.entheta.net/entheta/1stpersn/warrior/
>

==========
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(c) Gerry Armstrong

>
>Warrior
>See http://www.entheta.net/entheta/1stpersn/warrior/
>

==========
Newsgroups: alt.religion.scientology,misc.legal
Subject: Re: Grady Ward to Scientology: NOTICE OF RESCISSION
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 20 Apr 1999 13:44:00 GMT

On Mon, 19 Apr 1999 16:45:53 GMT, grady@gradyward.com (Grady Ward) wrote:

>This was served on scientology today:
>
>-----BEGIN PGP SIGNED MESSAGE-----
>
>"In order to obtain equity, one must do equity"

Clean hands make a happy life.

>
>Dear Mr. Hogan,
>
> This letter is to give notice to your client that I elect
> under California Civil Code § 1689(b) to rescind the
> settlement contract that you believe we entered into on May
> 12, 1998.

<snip wonderful letter>

>
> Very truly yours,
>
>
>
>Grady Ward, in pro per, in forma pauperis

>
>3 "The covenant of good faith finds particular application in
>situations where one party is invested with a discretionary power
>affecting the rights of another. Such power must be exercised in
>good faith." Marsu, B.V. v. The Walt Disney Company, 1999 U.S. App.
>LEXIS 5413 (CA9 Cal, March 25, 1999); One breach of the implied
>covenant is to attempt to prevent the other party from performing

>her contractual duties or satisfying contractual conditions.

That is precisely what we argued in $cientology v. Armstrong. Before I ever breached the "agreement" (without getting into its illegality or unconstitutionality) $cientology acted by black PRing me in publications and court documents. $cientology prevented me from satisying the contractual conditions by attacking my credibility and character following the "settlement."

>See,
>e.g., Monotype Corp. v. International Typeface Corp., 43 F.3d 443,
>451 (9th Cir. 1994); "California law recognizes implied covenant of
>good faith and fair dealing and certain contracts that neither
>party will do anything to deprive the other of benefit of contract."

Yep. We argued this.

I have been proposing to $cientology for 17 years that they change their philosophy from fair game to fair play (fair dealing works too), but they haven't. They don't deal fair.

VWD Grady. I look forward to each installment.

(c) Gerry Armstrong

==========
Newsgroups: alt.religion.scientology
Subject: Re: Do Scientologists Believe in God?
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 20 Apr 1999 16:28:38 GMT

On 20 Apr 1999 08:16:03 PDT, inFormer@informer.org (Rev Dennis Erlich) wrote:

>rosetint2@aol.com (RoSeTint2):
>
>>Speaking for myself I believe in a supreme state of being possibly, but I can't
>>say for sure.

$cientology promotes itself as having all the answers to life's mysteries, and being the science of certainty. If $cientology doesn't have an answer to that mystery, and has left you uncertain, haven't you identified it as an utter failure?

(c) Gerry Armstrong

>
> The only "deity" worshiped in the cult is Lron.
>
> And wtf is a "supreme state of being," anyway?
>
> Rev Dennis Erlich * * the inFormer * *
> <http://www.informer.org>
> <inForm@primenet.com>
>

Newsgroups: alt.religion.scientology
Subject: Sectic Cleansing
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 20 Apr 1999 16:11:12 GMT

When I use the word "$cientology" in many contexts I mean the entity which insists that it owns what that word is and means -- David Miscavige, Norman Starkey maybe, a finance guy or two, some lawyers, PIs and accountants, a few government connections, and those who carry out their orders. $cientology's efforts to make life miserable or even uncomfortable for a targeted SP is sectic cleansing. It could also be called cultic cleansing.

There have been a number of cultic cleansings during the dictatorship of David Miscavige. There was the cleansing of the apostate GO personnel; who, it should be noted, had risked their liberty and lives fighting the previous dictator's private war. Then the sectic cleansing of the "mission holders." All the "gag orders" and "silence agreements" are part of Miscavige's sectic cleansing campaign.

The driving of me, an ethnic Canadian, from my home in California to Canada to be where I am free to speak my thoughts is modern day, corporately-purchased, lawyer-enforced sectic cleansing. I am certain that there are many instances and a pattern of sectic or cultic cleansing -- absolutely impermissible by 1999 human rights standards -- attributable to the $cientology dictatorship of David Miscavige; enough to get a case defined and programed.

Fair game, disconnection, false witness, it's all sectic cleansing.
Don't let it get out of hand.

(c) Gerry Armstrong

Newsgroups: alt.religion.scientology
Subject: Re: Who in CofS is suppose to be handling ARS here?
From: armstrong@dowco.com (gerry armstrong)
Date: Thu, 22 Apr 1999 21:41:40 GMT

On Tue, 20 Apr 1999 10:52:09 GMT, frice@linkline.com (Fredric L. Rice) wrote:

>On Thu, 22 Apr 1999 14:14:13 -0700, "Safe" <Safe2WC@worldnet.att.net>
>wrote:
>
>>Does anybody know who in the Church of Scientology is suppose to be
>>terminately handling the out-PR here on ARS (alt.religion.scientology)?
>>Obviously, Mike Rinder isn't doing it. So WHO is responsible? Or has CofS PR
>>given up and have run away from this important responsibility?
>
>Crime boss leader Kobrin was hatted, it looks like, to try to stop the
>truth about the syndicate here in a.r.s. It's one of the reasons why
>I am worried for her health and safety. We know that the crime
>syndicate ships people off "on religious retreat" when they fuck up
>badly. It's why we need to get her into a witness protection program.

The handling of ars involves many people and all OSA Bureaus. Rinder is involved, like everyone is involved, and Kobrin is involved big time in legal bureau activities. No, it falls squarely on David Miscavige to handle ars. His bypass on PR lines showed up not long agao in the SP Times. DM is responsible. He's the guy who, ironically, might benefit the most from a witness protection program.

Just address your communications to DM, Safe.

(c) Gerry Armstrong

>

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Newsgroups: alt.religion.scientology
Subject: Re: A graphic example of how Scn makes enemies
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 27 Apr 1999 15:14:55 GMT

On Sat, 24 Apr 1999 16:59:39 GMT, mirele@newsguy.com (Deana Marie Holmes) wrote:

>http://www.parishioners.org/Intolerance/index.html
>
>It should be noted that of the 27 names now listed on this page, only
>seven are of former Scns. Two knew of Scn before the Net. The other
>19 are the names of people who encountered Scn on the Net.
>
>Great going, Parishioners! You have just graphically shown how Scn
>has managed to inform a whole new generation of people about the evils
>of your cult. If Scn had just left the Net alone, I doubt if any of
>those names (including mine, btw) would be there.
>
>Think upon these things, Parishioners. If your attorneys had just
>left the Net alone, you wouldn't have all these people out there
>willing to share knowledge of Scn with their family, friends and
>neighbors.
>
>Current parishioners.org/Intolerance roll call:
>
>*Ex-Scientologists (7)
>Gerry Armstrong
>David Cecere
>Dennis Erlich
>Martin Hunt
>Arnie Lerma
>Frank Oliver
>Roland Rashleigh-Berry
>
>*Savvy to Scn before the Net (2)
>Graham Berry
>Jeff Jacobsen
>
>*New recruits to the cause due to Scn's footbulleting on the Net (18)
>Mark Bunker
>Steve Carmichael-Timson

>Mark Dallara
>Gregg Hagglund
>Tilman Hausherr
>Andreas Heldal-Lund
>Keith Henson
>Deana Holmes
>Anne Lowe
>Joe Lynn
>Ron Newman
>Kady O'Malley
>Zenon Panoussis
>Bruce Pettycrew
>Fredric and David Rice
>Bill Scannell (may have been savvy before the Net, but I am not sure)
>Grady Ward
>
>
>mirele ARS Fish-Monger Award Winner ><_'> <_"

The common denominator among these subsets is that we are all wogs. $PC doesn't criticize any $cientologists. Neither does the big OT Russell. This is despicable religious bigotry. $cientologists believe they are justified in hating and attacking wogs just because they're wogs.

I say it's time wogs get together on this issue. L. Ron Hubbard was wrong about wogs, but there's no reason $cientologists have to continue to be.

Stop your hate campaign against wogs, $cientology.

(c) Gerry Armstrong

>==========
>Our unanimous affirmance of the Court of Appeals' judgment concerning
>16-1-20.2 makes it unnecessary to comment at length on the District
>Court's remarkable conclusion that the Federal Constitution imposes no
>obstacle to Alabama's establishment of a state religion.
>========== Wallace v. Jaffree, 472 U.S. 38 (1985) ==========
>mirele@xmission.com (Deana M. Holmes) mirele_ on EFNet #scientology

==========

Newsgroups: alt.religion.scientology
Subject: When $cientologists visit your home, etc.
From: armstrong@dowco.com (gerry armstrong)
Date: Sat, 01 May 1999 14:26:39 GMT

Remember, the core of $cientology is intelligence -- the espionage variety. All the money-making, all the litigation, all the auditing makes it possible for intel to operate.

Each $cientologist who visits your home or office on a revenge picket assignment writes a report of his observations, and all contacts, names, addresses, who said what to whom, etc., ad naus.

Whether or not the individual $cientologists sent out on these harassment ops are evil-intentioned or not is unimportant. The people who process the picketers' reports are, you can be guaranteed.

Also the people who plan ops based on these picketers' processed reports. This is where it gets really evil-intentioned. At the center of the intelligence core is DM and his suited cronies.

In a sense ars does the same thing, but does it sanely, in the open. The openness side is prevailing against the dark side. The revenge picketers, and every $cientologist who engages you anywhere is feeding the secret side of $cientology.

The revenge picket gives the intel operators an opportunity to interface in an upfront way with the public. It's a different sort of noisy investigation. They don't have to pay a PI, and when they do assign a PI they hand him a helpful little data base indicative of the level of intelligence they expect from him.

The same reports and data base, of course, would be helpful to punks or even hitmen.

This is not to scare any of the people being targeted by $cientology report writers right now. Keep in mind it is DM and his cronies that are scared of you. But also keep in mind what underlies and goes along with $cientologists' visits to your neighbors, and any other contact they have and anything else they do as long as they're $cientologists. They are spying on behalf of an entity which means you harm.

Be ye therefore wise as serpents and harmless as doves. (Mt. 10:16)

(c) Gerry Armstrong

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Newsgroups: alt.religion.scientology
Subject: Dennis Erlich Settlement
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 02 May 1999 18:39:40 GMT

This is very cool. Congratulations Dennis, no matter what the conditions are.

I see someone asked if there's an "Armstrong clause," and apparently there is.

I see too the $PC took down its hate Dennis Erlich materials.

Nothing changes for $cientology. They go back to doing the same thing they've been doing. Dennis, on the other hand - what's the phrase - gets on with life.

Remember, a contract with any entity which prevents you from freely speaking about your knowledge of and experiences in and with $cientology and freely associating with or assisting any person regardless of that person's relationship to $cientology, is legally unenforceable and illegal.

Otherwise blackmail is legally enforceable and legal.

And otherwise no one will believe anyone. And tyranny flourishes.

(c) Gerry Armstrong

==========
Newsgroups: alt.religion.scientology
Subject: Re: Court Room Television Feedback
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 04 May 1999 21:07:40 GMT

On Tue, 04 May 1999 19:13:04 GMT, frice@linkline.com (Fredric L. Rice) wrote:

>It would _really_ be helpful and informative if your
>offices were to telivise the upcoming murder trial
>in Clearwater, Florida, where the Scientology cult
>killed Lisa McPerson.
>
>Exposing this deadly cult is one of the reasons why
>such a televised exposure would be helped. Federal
>Agent Emmons

I'm pretty sure Emmons was a Clearwater Police sergeant.

> reports that the cost of raiding the
>cult's armed compounds and freeing captives would
>be prohibitive -- perhaps showing the general public
>what Scientology is all about would help increase the
>public's desire to have such raids conducted by our
>Federal agencies.

There are lots of other reasons to educate the public on what Scientology is all about. I don't think raids by Federal agencies are the step the Feds ought to take. Hearings to educate the government and public would be a good step.

(c) Gerry Armstrong

>
>---
>The Skeptic Tank: http://www.linkline.com/personal/frice/
>Dedicated to the destruction of evil.
>OTs@hubbard.web.tj will autorespond by mailing the OTs.
>NOTs@hubbard.web.tj will autorespond by mailing the NOTs.

==========
Newsgroups: alt.religion.scientology
Subject: Re: Stipulated Judgement
From: armstrong@dowco.com (gerry armstrong)
Date: Sat, 08 May 1999 13:24:33 GMT

On Fri, 07 May 1999 21:38:11 GMT, stopthesporgeries@berlin.snafu.de
wrote:

>On Fri, 07 May 1999 15:53:01 GMT, grady@gradyward.com (Grady Ward) wrote
>in <37350abc.4586836@news.newsguy.com>:
>
>>>I wonder whether the CoS - or Dennis for that matter - could be
>>>forced to produce the secret parts in discovery in a completely
>>>unrelated case. That would be fun, wouldn't it? Now, what cases
>>>do we have?
>>
>>In fact that is absolutely correct.
>>
>>Settlement agreements are NOT
>>privileged from discovery. See for example,
>>Triax Co. v United States (1986) 11 Cl Ct 130
>>(Settlement agreement must be produced in discovery)
>>
>>If discovery in my litigation with the cult is re-opened
>>then the contents of settlement agreements might well
>>lead to finding admissible evidence and thus fall
>>squarely within the ambit of FRCP Rule 26.

I would imagine that as soon as we fire up this new ARSCCWDNE
litigation juggernaut, Dennis will be real early on the deposition
list. They can muzzle a horse, but you can't make him hide. Wear a
blue bathrobe, Dennis, so our process server can ID you.

>
>Hahaha!!!! I am looking forward to that. We should make a betting pool.
>
>I bet that Dennis Erlich has received $1,000,000.

I'll say $1,500,000. That's my figure.

(c) Gerry Armstrong

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Newsgroups: alt.religion.scientology
Subject: Re: Throw-away anonymous account asking about Rick Ross
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 24 May 1999 22:31:25 GMT

On Mon, 24 May 1999 19:27:00 GMT, frice@linkline.com (Fredric L. Rice) wrote:

>X-Sender: frice@mail.linkline.com
>X-Mailer: Windows Eudora Light Version 1.5.4 (16)
>Date: Mon, 24 May 1999 07:17:25 -0700
>To: frice@scapegoat.com
>From: "Fredric L. Rice" <frice@linkline.com>
>Subject: deprogramer
>
>>X-Originating-IP: [12.13.116.114]
>>From: "carol eidse" <caroleidse@hotmail.com>
>>To: frice@linkline.com
>>Subject: deprogramer
>>Date: Sun, 23 May 1999 10:48:06 PDT
>>X-RCPT-TO: <frice@linkline.com>
>>
>>I am writing to inquire about Rick Ross...He is a deprogramer for cults. We
>>are having a problem in our family where a cult is holding three children.
>>If you have any information that would help us with getting a hold of a
>>deprogramer or anything that would help it would be very appreciated.

Carol:

If you read this, contact me. If the $cientology cult is holding three children, I believe I can help, even in intervening between the children and the cult. If it is another cult than the $cientology cult, contact me anyway if you're not otherwise easily able to get the help you need.

Gerry Armstrong
604-795-5852

>>Thank you for you time
>>Carol
>>
>>_____

>>Get Free Email and Do More On The Web. Visit http://www.msn.com
>
>---
>The Skeptic Tank: http://www.linkline.com/personal/frice/
>Dedicated to the destruction of evil.

==========
Newsgroups: alt.religion.scientology
Subject: Re: eckenkar
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 24 May 1999 19:40:21 GMT

On 24 May 1999 16:09:27 GMT, zedd@dillinger-2.io.com (Austin Loomis) wrote:

>In article <374968bc.50750379@news.lngly1.bc.wave.home.com>,
>Gavin Hall <zagralin@hotmail.com> wrote:
>>does anyone know is the eckenkar religion is related in any way to
>>scientology? I know thier both under suspicion...
>
>I seem to remember reading somewhere, once below a time, that Paul "Peddar
>Zaskq" Twitchell, the first (retroactively 971st) "Mahanta" of the Ancient
>Pseudoscience of Soul Travel, ganked a lot of his material from Ron. As
>such, ECKANKAR (tm) is considered a squirrel-grup and is on the SP List.

Twitchell was Hubbard's PR rep in Washington, DC, I think in the late 50's, early 60's. Twitchell worked on a project to find ways that Buddhism parallelled $cientology because Hubbard was pursuing the "religion angle" for his cult.

I'm certain Hubbard labelled Twitchell an enemy after he blew $cientology and started Eckankar, which has been on $cientology's destruction list ever since.

I'll bet Twitchell was pursuing his own religion angle.

(c) Gerry Armstrong

>--
>Austin Loomis, SP2, Provocation Section, PTS-J, joker and degrader
>"...if anyone wants a monopoly on Dianetics, be assured that he wants
> it for reasons which have to do not with Dianetics but with profit."
>-- LRH, DMSMH, III.1 "The Mind's Protection," p.266 (1987 edition)

==========

Newsgroups: alt.religion.scientology,alt.clearing.technology
Subject: Re: The List! Scientology's list of crimes.
From: armstrong@dowco.com (gerry armstrong)
Date: Thu, 03 Jun 1999 20:17:00 GMT

On Thu, 03 Jun 1999 19:45:47 GMT, FRice@LinkLine.COM (Fredric L. Rice) wrote:

>On Thu, 03 Jun 1999 14:22:26 GMT, ahein@xs2all.nl (Anton Hein) wrote:
>
>>Thanks for posting this. Very interesting.
>>
>>Anton Hein's (ahein@xs2all.nl 2=4 to mail) reply to Anonymous
>><nobody@replay.com>, who - on Thu, 3 Jun 1999 16:17:21 +0200 (CEST) -
>>wrote:
>
>>> The following usenet posting is referenced in Wired News.
>
>The Federal officer I've been working with already had the list from
>a previous exposure several years ago. Still, it's highly valuable
>information that law enforcement agencies around the country could
>probably use. Indeed, one wonders whether the IRS has a copy yet.

The IRS has had these PLs for 20 years, plus all the GO dirty tricks docs, plus mountains of irrefutable sworn testimony, plus the most scathing judicial decisions against $cientology (which have never been reversed) plus knowledge of $cientology's acts to intimidate judges and its own personnel, plus knowledge of $cientology's obstruction of justice and obstruction of its own personnel and functions.

The IRS has everything. In spite of this the IRS granted the exemption. That's a crime.

(c) Gerry Armstrong

==========
Newsgroups: alt.religion.scientology
Subject: Re: Safe's Inherent Safety
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 06 Jun 1999 21:52:58 GMT

On 6 Jun 1999 12:34:54 GMT, eldonb123@aol.com (EldonB123) wrote:

>An Open Letter to Safe:
>Safe is a unique case, and as an ex-$cieno I admire him. He is a far nicer
>person than I am.

It's admirable to look at it like that, but it's quicker to know that
we have all gone astray and there are none righteous. I think you can
make the same argument without the niceness scale which skew the
results.

I think Safe is cool too, and, if Safe is as I, and now you certainly,
have been led, by Safe, I think we can agree, to believe Safe is, then
Safe is in this moment of history in a unique position to use Safe's
unique knowledge and God-given gifts to happily alter the course of
$cientology.

>1. He has the capacity to forgive and tries to right "wrongnesses" through
>logic and rational argument.
>2. He is essentially ethical, despite having learned some of his principles
>from L. Ron Hubbard, who arguably had a few bright ideas.
>3. He is a humanitarian. He has found some techniques that promoted spiritual
>awakening, and wants the benefits to be available to others without coersion,
>extortion, duress or psychic slavery.
>
>He is therefore nicer than I, because I only possess 1.5 of the above
>attributes, and Safe has all three. Therefore, he is twice the ex-$cieno that I
>am.

I checked the arithmetic twice. You're right. But it's irrelevant to
your argument.

Can there be, e.g., a person who is more of an ex-$cieno than Safe?

>
>Safe may ultimately possess the key to the reformation of the "Church" of
>Scientology. He was, on the AOL Clam Board, often compared to Martin Luther.

>For his honesty and integrity, I flow him many admiration particles ;-). I
>think Safe would be an interesting guest on "60 Minutes." Of course, I have
>never met him, so I don't know how telegenic he is. They might want to disguise
>his face anyway if he is still anonymous at the time of the program.
>
>Summary: In a test between Safe and $cientology, Safe will ultimately win. That
>is, if we have faith in the concept of fair play. $cientology doesn't play
>fair, folks. Never has within the past 25 or 30 years, maybe never will again.
>But in the early days, it at least appeared to. Now any pretense is gone.

The test, or the contest, is between faith in fair play and faith in fair game. Fair game may take Safe out of the contest, because after all it doesn't play fair. But fair game can never totally eliminate fair play from the contest.

Because fair game is so inherently stupid, being consummately self-destructive, it cannot ever win. Even though it apparently enjoys so many advantages, because after all advantages are what fair game seeks, hoards and uses, while fair play doesn't, fair game, and though it prattles on of endless wins, regularly wrong targets and shoots itself.

Fair game's practitioners actually, down in their consciences, which can never be successfully eliminated, don't want fair game to win. A world in which fair game wins is a world of war and insanity in which dishonest people have all the rights.

$cientology, of course, would be wise to play fair while they still can, and to protect and honor Safe, rather than fair gaming her.

>
>--Eldon Braun, from Paris, aka GDAuthor@aol.com
>
>P. S.
>BTW, OSA assholes: My identity is hereby revealed, and I could reveal some more
>interesting things about things that went on in the past if you're interested.

Whoa, slow down.

But first, heck yes, I can't speak for the OSA assholes, but this ex$cieno is interested.

> I sent Safe all my early edition Scientology books to an address I'm not

>telling you, but I am making it public that I did. See if you can subpoena the
>mailing details from the Post Office--about the same thing you're trying now.
>Oh, it's the French Post Office by the way. That was TR-L. I sent them from the
>US. Guess where? Spend some time on that one.
> At the time he was doing quite an extensive study of expurgations and
>revisions of the original texts. It is common knowledge that L. Ron Hubbard's
>writings have been extensively although subtly revised since the debacle of
>1983.
> Now the entire world knows your secrets, and your criminal organization is
>going the way of the Mafia in Europe--still there, but obviously defunct. If
>you really haven't cracked Safe's anonymity yet (which I doubt, though I'm sure
>you didn't do it legally), just try to deposition me from France.
> You self-destructive whores!-- especially including Ava P. within that
>description.

Wow, this is one of the best sessions I've ever had.

(c) Gerry Armstrong

>EldonB123@aol.com

Newsgroups: alt.religion.scientology
Subject: You're Safe (was: I'm screwed by Church of Scientology & AT&T)
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 06 Jun 1999 22:35:17 GMT

On Fri, 4 Jun 1999 15:17:27 -0700, "Safe ... www.fzint.org"
<Safe2WC@worldnet.att.net> wrote:

>Hi friends,

>
>AT&T is going to produce my name unless I can find an attorney to File a
>Motion to Quash the subpoena by the close of business, East Coast time, this
>coming monday.
>
>I'm desparatey trying to find a New York attorney to do this. But I'm having
>an extremely difficult time getting an attorney to accept the case
>especially
>on such a rush notice. Right now I'm at a loss and feel helpless.

In a limited sense you're helpless. In the sense that goes through
time, you're not at all.

In the $cientology conflict, if you are who I have been led by you to
believe you are, although you will have pulled in the possible loss of
anonymity, and all that goes therewith, you would be in a stronger
legal position. Since your goal appears to be reforming $cientology,
your legal position may be important.

A legal relationship with $cientology, even though you are a now
unwilling defendant, can be a very valuable communication line into
$cientology, and, as you've already learned, into the media.

>
>Nobody seems to want to take on the Church of Scientogy. AT&T COULD give me
>more time to get help, but their attorney Michael Lamb is adamant about my
>Monday deadline ... probably because they know how ruthless the Church of
>Scientology can be. So they are giving in to their pressure.
>
>By the way, Michael Lambs phone number is (908) 221-8377.

Document every communication you make in this matter.

Don't leap to conclusions. Unless, as I say, in large part to not convey the idea that I think otherwise, it would be unsafe, discourteous or unwise, and I suppose unartistic, to not leap. If you are who I have been led by you to believe you are you will want to be very clear about facts, evidence, opinions, conclusions and so forth.

Be aware that everything you post and everything you say may very easily become part of a court record, and not just in courts in which you are a party.

By the way, I have no reason or desire to think you are other than who I have been led by you to believe you are. In this business, however - and, if you're who I have been led by you to believe you are, you would be getting a sense this past few days of what business we're in - it's a rule to cover all bases. Rules - especially those of this nature - are what are qualified by, as a rule, the usual qualifiers listed above.

>
>If you have any ideas on what I can do, please let me know.

In 1982, in the very early days of my conflict with $cientology, the cult had sued me, the cult's PIs were right in my face, pushing me and my wife Jocelyn around, and I was coming out of 12+ years inside with no marketable skills, no money and very scared, But I had an attorney, Mike Flynn, who I'd call every once in a while, and he once said to me, "Gerry, remain emotionally intact." And those few words, which for all I know Flynn never called to mind again, came to my mind enough times to form a concept which played a part in getting me and Jocelyn through the next few hundred nights and days.

So I would say, Safe, remain emotionally intact. Or something like that. You're not screwed. Your erstwhile organization wants to screw you, and they want AT&T to screw you. They want OSA to screw you. They want the sporgers to screw you. They want their PIs, their lawyers and the courts to screw you.

But you're not screwed until you say you're screwed (one of those instances when what's true is what's true for you is true), and if $cientology gets your identity, you're not screwed. Even if we learn you too drove some street the wrong way, you're not screwed. Even if

the nutsuckers murder you, you can know that we know that they never screwed you.

Though they want desperately to screw you they can never screw you if you remain emotionally intact (which was Flynn's way of saying "be patient," I think) because they can never complete a cycle of action. What they want can never happen because their wants are irrelevant to the outcome. It's how they make themselves unOT: postulating something over which they have no control to do something that will never happen. I would never accept that DM and his cult could screw me, no matter how screwy they all are or become.

(c) Gerry Armstrong

>
>Sincerely,
>Safe
>
>
>--
>"Restriction of free thought and free speech is the most dangerous of all
>subversions. It is the one un-American act that could most easily defeat
>us."
>
>-- Supreme Court Justice William O. Douglas (Justice for 36 years)
>
>David Miscavige, Ban Church of Scientology Censorship Software now!
>
>For freedom of discussion of CofS's unethical behavior, go to ...
>
>http://clubs.yahoo.com/clubs/churchofscientologysethics
>
>
>

==========
Newsgroups: alt.religion.scientology
Subject: Re: AT&T: an uncaring corporate soul
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 15 Jun 1999 05:21:05 GMT

On Mon, 14 Jun 1999 13:10:38 -0700, "Safe ... www.fzint.org"
<Safe2WC@worldnet.att.net> wrote:

>From the Times article ...
>
>"Some companies, including America Online, notify subscribers that their
>information has been subpoenaed, and give them 14 days to respond."
>
>Bravo for America Online! It just goes to prove that AT&T COULD HAVE given
>me 14 days to respond but they did NOT.
>
>So how come AOL can give 14 days to their subscribers legally to respond but
>AT&T "couldn't?"
>
>The truth is that AT&T SHOULD HAVE and COULD HAVE given me 14 days
LEGALLY
>which would have been enough time for me to find a New York attorney that
>would take on the case.

If there is an industry standard or legal common courtesy standard of
+- 14 days or whatever, Safe may have a very interesting claim against
AT&T. The damage has been done. But it might not have been done. Now
Safe's statutes of limitation begin to run.*And* AT&T had received
information that $cientology was malevolent and dangerous. *And* AT&T
had a duty to check the information base in which AT&T operated; i.e.,
the internet; concerning the parties involved; i.e. Safe and
$cientology.

$cientology really can't sue Safe for copyright infringement because
he has a religious defense to blow the cult out of the courtroom, and
his posts to ars, which the cult lawyers labelled infringements in
order to get the subpoena to AT&T issued, are perfectly privileged
pursuant to the fair use doctrine.Yet the Miscavige regime now *must*
sue him in order to justify the bad faith John Doe subpoena. Ha, ha,

ha, ha, ha. I am not a lawyer, but I know what they look like.

Go Safe!

(c) Gerry Armstrong

>
>Besides AT&T not giving me the mercy they COULD HAVE, they also don't seem
>to care about the new abusive legal procedure of the Digital Millennium
>Copyright Act--that allows subpoenas to be issued even without the filing of
>a suit in cases involving potential copyright infringement.
>
>Yup, AT&T is in there fighting for individuals' rights. NOT.
>
>Yours for keeping freedom and rights alive in America,
>Safe
>
>
>
>

=========

From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: Demonstrations
Date: Mon, 28 Jun 1999 23:19:48 GMT
Message-ID: <377802eb.432997008@news.dowco.com>
X-Newsreader: Forte Free Agent 1.11/16.235
NNTP-Posting-Host: dial-116.as3.chw.dowco.com
X-Trace: 28 Jun 1999 16:25:20 -0800, dial-116.as3.chw.dowco.com
Lines: 29
Path:
nntp.earthlink.net!newsfeed1.earthlink.net!news.idt.net!news.vphos.net!dial-116.as3.chw.dowco.com
Xref: nntp.earthlink.net alt.religion.scientology:800235

What's the technical difference between pickets and demonstrations?

Demonstrating, it seems to me, could be almost anywhere and thus selective of the audience and entertainment. Picketing, it seems to me, is necessarily at cult properties (or perhaps the offices of Scientology's worst lawyer offenders) and the audience is limited to whatever $cientologists find themselves outside the blue tarp and the local random foot and vehicle traffic.

You wouldn't picket the Capitol in D.C. but you'd hold a demo against, for example, $cientology Slavery, there.

I guess Arnie and Co. have done these, haven't they?

Maybe a demonstration in the Governor's office in Sacramento.

```
_______________
!             !
!  Free Gerry!  !
!             !
!_____________!
       !!
       !!
       !!
       !!
```

What's the next demo the arscc has up its sleeves which do not exist?

(c) Gerry Armstrong

========

From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: $cientology grew wealthy from slave labor
Date: Mon, 28 Jun 1999 23:24:00 GMT
Message-ID: <37780318.433041497@news.dowco.com>
X-Newsreader: Forte Free Agent 1.11/16.235
NNTP-Posting-Host: dial-116.as3.chw.dowco.com
X-Trace: 28 Jun 1999 16:29:33 -0800, dial-116.as3.chw.dowco.com
Lines: 33
Path:
nntp.earthlink.net!newsfeed1.earthlink.net!logbridge.uoregon.edu!newsfeed.direct.ca!news.vphos.net!dial-116.as3.chw.dowco.com
Xref: nntp.earthlink.net alt.religion.scientology:800237

When will the $cientology companies compensate all of their slave laborers who, in terrible conditions, unpaid or getting maybe $4.00 per week, worked to make these cult companies grotesquely wealthy?

Many people gave years of their lives, and some never survived, under the domination of this abusive, violent, aggressive, dominating, lying, totalitarian cult of psycholegaltotalitarianism.

I think I'll take up the cause.

If anyone thinks he or she was used in any way by $cientology to forward its goals, in either the Hubbard or Miscavige regimes, let's get together.

We could organize. The, e.g., Humans Asking for Recovery of Dignity After $cientology $lavery.(R)

I think a formalized claim on the basis of compensation for peonage is the route to take (Is it the 13th Amendment?) because psycholegal slavery is what must finally be understood and rejected by society's mind.

To keep it light along the way, of course, there's the demand for media, pickets, demonstrations, letters between the claimants and $cientology's lawyers, new T-shirt runs, video, copyrights,

trademarks, books and that sort of thing.
I am not a lawyer but there can't be a statute of limitations on a claim for economic restitution for slavery from a company which grew into that grotesquely wealthy, abusive, violent, aggressive, dominating, lying, totalitarian cult of psycholegaltotalitarianism on people's slave labor.

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Re: PR, Definition of
From: armstrong@dowco.com (gerry armstrong)
Date: Wed, 30 Jun 1999 16:12:46 GMT

On Wed, 30 Jun 1999 16:59:37 +0200, Markus Grahn <xxix@algonet.se> wrote:

>From the Dianetics and Scientology Technical Dictionary p. 305-306:
>
>"PR (PUBLIC RELATIONS), 1. *Slang*. to cover up, putting up a lot of
>false reports to serve as a smoke screen for idleness or bad actions.
>(HCO PL 4 Apr 72) 2. public relations cheery falsehoods. (HCOB 22 Sep
>71) 3. a technique of communicating ideas. (HCO PL 13 Aug 70 I)"

Yes, $cientology, yours is a PR world. $cientology is a world of cover up, of putting up a lot of false reports to serve as a smoke screen for idleness or bad actions. Idleness in $cientology would be the utter unworkability of your auditing psychotherapy. Yes, falsehoods are your technique of communicating ideas.

But, $cientology, even in these admissions Hubbard lied. Because few of your falsehoods are cheery. (Venusian freight train almost running down Johnny Goodbugger comes to mind.) Most of your falsehoods, however, are uncheery, base, immoral, malevolent, rotten, hurtful, malicious, noxious, malignant, cruel, venomous and Hubbardian.

(c) Gerry Armstrong

==========
Newsgroups: alt.religion.scientology
Subject: Re: $$$$#00 $top the $porgeries $cientology
From: armstrong@dowco.com (gerry armstrong)
Date: Thu, 01 Jul 1999 20:47:22 GMT

On 01 Jul 1999 19:43:48 GMT, mikemandav@aol.com (MikeMandav) wrote:

>>From: armstrong@dowco.com (gerry armstrong)
>
>Is this the one-and-only famous and infamous gerry armstrong, or am I mistaken
>here?

There are two of us. There's me, and I'm just average, common too,
that same as him and the same as you, and I write like this.

And there's the doppelgangbanging impostor of the cult of sporge who
writes like this: "He could be insuperably fabled during my provincial
horoscope or counterchallenge before it has positively uncorked us. My
bell interviewed post it till they got them."

I'm trying to get the impostor and his or her criminal string pullers
to stop the sporgeries.

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Re: Super Scio - PILOT IDENTITY REVEALED
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 04 Jul 1999 17:25:18 GMT

On Sun, 04 Jul 1999 14:12:46 GMT, seekon@ix.netcom.com (Conner) wrote:

>On Sun, 04 Jul 1999 12:47:22 GMT, in message
><37802dd8.66019906@newsact.lightlink.com>, Kevin G. Brady at Spiritual
>Research Workgroup <guests@sgmt.at> wrote:
>
>>snip
>>
>>> If asked I will tell you that the Tech is crap, based upon an
>>> objective claim which has been tested and found false.
>>
>>Sometimes, even if you aren't asked! But that's OK. I think that the
>>truth lies somewhere between our two views. Otherwise, I would not
>>bother discussing, I would simply assert, and never respond, etc.
>
>I found a great deal of insight concerning the issue of 'the tech
>is crap' in Helen O'Brien's DIANETICS IN LIMBO, posted in
>another thread by Martin Hunt, and available at his site
>http://www.ncf.carleton.ca/~av282/books.htm. she documents
>both the power of dianetics auditing to induce ecstatic states,
>and it's failure to provide any specific benefits. In both of
>these aspects it resembles a drug, imho, although for some
>the experience can be cathartic and occasionally transformative.
>
>One of the other things she describes is the continual
>churn of the tech, making it impossible to train auditors
>properly, and the eventual 'cheapening' of dianetics tech in
>Scientology by replacing the reliving aspect
>with imagination (which trend continues these days with
>the 'Golden Age' of the tech).
>
>Anyone know what Helen O'Brien is up to these days?

No idea. I interviewed her for several hours in 1981 in Los Angeles,

and purchased from her, on behalf of the cult, all the Hubbard/Dianetic$/$cientology papers she still possessed. That's when Hubbard'$ "religion angle" statement surfaced.

Ms. O'Brien was elderly then and living in a seedy LA "hotel," but I don't have a record of its address.

(c) Gerry Armstrong

>
>[clip remainder, with which i am in agreement]
>
>
>-- seekon@ix.netcom.com (Conner)

==========

From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: Re: $$$$#20 I can forget such things as Admiral Braystead.
Date: Wed, 07 Jul 1999 00:32:20 GMT
Message-ID: <37829e02.201070922@news.dowco.com>
References: <3780ee93.90624986@news.dowco.com>
<slrn7o3ghn.cn3.nile-eb@thingy.apana.org.au>
<3782f05f.41266131@enews.newsguy.com> <7lsus0$mr2@netaxs.com>
<3784805e.23371524@news.newsguy.com>
X-Newsreader: Forte Free Agent 1.11/16.235
NNTP-Posting-Host: dial-056.as1.chw.dowco.com
X-Trace: 6 Jul 1999 17:40:09 -0800, dial-056.as1.chw.dowco.com
Lines: 60
Path:
nntp.earthlink.net!newsfeed1.earthlink.net!news.idt.net!news.vphos.net!dial-056.as1.chw.dowco.com
Xref: nntp.earthlink.net alt.religion.scientology:815996

On Tue, 06 Jul 1999 22:33:31 GMT, stacyb1@ix.netcom.com (Stacy Brooks) wrote:

>On 6 Jul 1999 13:04:00 GMT, rkeller@netaxs.com (Rod Keller) wrote:
>
>>Deana Marie Holmes (mirele@newsguy.com) wrote:
>>: On 6 Jul 1999 18:45:47 +1000, nile-eb@iname.com (Nile Evil Bastard)
>>: >gerry armstrong <armstrong@dowco.com> wrote:
>>: >:I can forget such things as Admiral Braystead.
>>: >
>>: >So. Who was dis Admiral Braystead?
>>:
>>: I've been wondering if Gerry hasn't been posting El Ron's
>>: "Affirmations."
>>
>>Isn't Admiral Braystead a trick question? You have to go to the tech
>>dictionary to get the definition.
>
>You won't find Braystead in the Tech Dictionary. He was a Navy brass who gave
>Hubbard an extremely negative fitness report during WWII. This was one of the
>documents that Gerry tried to alert Scientology management to. Of course, he

>got busted, and ended up leaving scientology because of it. Lucky for Gerry.

I didn't get busted, but that was only because I escaped. That's what was, as Stacy says, lucky for me.

And nice to know you're watching, Stacy.

>
>Then Vaughn took over after Gerry left, and he tried to alert DM and the rest
>of the CMO nazis that there were documents in the archives that could present
>PR problems (to say the least.) DM's response was to order Vaughn to be sec
>checked because he was obviously disaffected since he was saying bad things
>about Hubbard.

Norma Starkey ordered that I be sec checked, also because I was saying critical things about Hubbard, but I charmed my way out of that one, and immediately set an escape plan in motion.

> He *must* be disaffected to be saying there were any damaging
>documents in the archives, right?
>
>DM told Vaughn that the FBI planted the Braystead fitness report and all the
>other documents -- like Blood Ritual, the Affirmations, the letters to his
>parents, the "smash my name into history" letter to Polly, even the newspaper
>articles about kidnapping Alexis and his divorce from Sara. All the documents
>that expose Hubbard as a psychopath and pathological liar were false documents
>planted in the archives by the FBI to discredit LRH. That was what DM said.
>I'm not kidding.

You know what Hubbard said. "Better to be caught dipping in the sheepdip than caught dipping in the sheep."

L. Ron Hubbard: sheepdipper.

(c) Gerry Armstrong

>
>Stacy Brooks

==========
Newsgroups: alt.religion.scientology
Subject: Note to Lawrence Wollersheim
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 11 Jul 1999 19:21:43 GMT

(p & m)

Regarding the issue in your case about which you are soliciting knowledgeable witnesses, i.e., the continuity of $cientology ownership by the one dictator, I wonder if you have acquired a copy relevant documents in the files of the OPP/Ontario Courts, and the even the Casy Hill litigation.

If continuity has been proven and upheld on appeal in a criminal case, it must be upheld in a civil action.

$cientology's main defense was, "That's old tech. We don't do that any more." "That's the old organization. We've restructured to make sure what happened (including what happened to Wollersheim) will never happen again."

And on that issue, how come nobody contacts me for a percipient and expert witness declaration? Can't be you have all the supporting testimony you need since you're out beating the bushes for that testimony.

Tell Dan Leipold to get hold of me. Tell him not be afraid to talk to me. Fear is never going to beat $cientology. Their whole willful "tech" is for them to triumph over fear, while everyone else succumbs to it. If they're so utterly ineffective, because they and their lawyers are what, chickens?, for sure don't be afraid of them. Hell, you still have the law on your side, if you haven't noticed.

And include me in for a good chunk of the reward.

What does it take to make an issue of a key witness being threatened and prosecuted for testifying on an issue on which swings, what is it this week, 6.9 million dollars? Look what happened in the Wollersheim SLAPP suit. What does it take to turn it into an issue of obstruction

of *your* justice?

There isn't just me, but hundreds of people shuddered into silence. It's just that my case is the best, most egregious, most documented and primed, and I'm, of the hundreds, willing to provide the testimony no matter what.

Then you can take this litigation to where it belongs. You will have claims against the Miscavige regime for years to come. Ongoing and unending abuse of process, intentional infliction, and probably a half-dozen other torts. All you need is one more good judicial castigation of $cientology in your collection action.

Just seems funny in the $cientology litigation arena to spend so much effort trying to get unwilling people to testify, rather than getting the testimony from those willing, and spending the effort on prosecuting $cientology for their obstruction.

For fear of Dev-T we the litigants accept injustice.

(c) Gerry Armstrong

Oh, and do you want a declaration.

I think that the fact that the best witness in the world; other than a repentant David Miscavige, to testify as to $cientology's utter one-dictator continuity, is

I wonder if there's a lawyer someowhere who realizes the stoping power of that cannon.

========
Newsgroups: alt.religion.scientology
Subject: Re: Note to Lawrence Wollersheim
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 12 Jul 1999 20:27:04 GMT

On Sun, 11 Jul 1999 18:51:47 -0400, "AndroidCat"
<androidcat99@hotmail.com> wrote:

>
>I'd love to collect any documents relevant to the Ontario cases. (And if it
>would help if *someone* could take the time to request official documents, I
>guess I just volunteered <grin>.

Cool. I'd bet Nan has a pile of these docs already.

The search will also lead you to people in the OPP or retired who
might be willing to talk, and provide even more color than what's in
the official files. Al Ciampini, I think has retired.

There's a marketable book in here for some artful researcher.

>Tell me the what, where and how, and I'll
>spend the time. I do have a lawyer friend who could help steer me in the
>right directions, but it's not his/her fight.)

I was hoping Lawrence Wollersheim or his lawyer would get behind
obtaining these documents. But really I think the whole thing should
be webbed for everyone's edification.

(c) Gerry Armstrong

>
>It seems to me that the Ontario cases prove the lie that Co$ and GO/OSA was
>reformed after Operation Snow White. (And this one sticks right to David
>Miscavige.)
>
>I've got a fresh 10 gigs to use, and my enthetabase is *hungry*.
>
>Ron of that ilk.

From: armstrong@dowco.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: OUR Solution to the $cientology Problem, Inter Alia
Date: Sat, 17 Jul 1999 17:13:44 GMT
Message-ID: <3790b970.5923661@news.dowco.com>
X-Newsreader: Forte Free Agent 1.11/16.235
NNTP-Posting-Host: dial-097.as2.chw.dowco.com
X-Trace: 17 Jul 1999 10:23:39 -0800, dial-097.as2.chw.dowco.com
Lines: 842
Path:
nntp.earthlink.net!newsfeed1.earthlink.net!logbridge.uoregon.edu!newsfeed.direct.ca!news.vphos.net!dial-097.as2.chw.dowco.com
Xref: nntp.earthlink.net alt.religion.scientology:838903

This is OUR planet, ha, ha.

I am posting this to alt.religion.scientology because the ideas herein, although not originally connected to $cientology, can now be seen as a workable solution to the $cientology problem, and because many of the ars participants know me, and I don't know just about anybody else.

China threatening Taiwan, and me and everyone, with neutron bombs (as if being threatened with some other kind of bombs is a better deal) and the likelihood that for any other reason I might be offed prematurely (as if there's an unpremature time for even the off season) I figured I'd post this today.

I suppose, ironically, $cientology has rendered my otherwise off topic communicable idea about money on topic by their own black PR use of the idea including in posts to ars. The attacks generally quote a November 11, 1992 article from the Marin (CA) Independent Journal and many iclude a copy of the IJ's classically classic photo of me in Zappadmasana with a big globe in my lotus lap. The $cientology cult additionally sent one of their buddies in the IRS, with whom they're on a first name basis, a letter, which I'll try to dig up and post, black PRing my monetary ideas.

I've also written about this subject and related events in my life, in several declarations which have been filed in $cientology litigations, and produced most of the documents which follow here in discovery to the organization. But today it's

because it's about time. I hope it helps all of us, and I hope anyone else who also thinks there's a hope, gets that with me and he or she, there's more than a hope.

Let me be perfectly clear, I'm not asking for your money, and I don't want you to do anything, or anything any different from the what you're doing. I'm not running for political office; although when I do my campaign slogan will be, "Vote for me is all you got to do." (R) Obviously for this to work in a reasonable amount of time I need help. Ha, ha, ha.

In 1989 I wrote the following short essay and sent it to, I think, the Oakland (CA) Tribune:

==========
Newsgroups: alt.religion.scientology
Subject: Re: Sporgeries really are 'secret tech!'
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 18 Jul 1999 17:23:48 GMT

On Fri, 16 Jul 1999 00:10:05 -0700, "Robert G. Ingersoll"
<rgi@MIT.EDU> wrote:

>A few days ago someone posted an article in a.r.s. that claimed that some of
>the sporgeries are actually cyphered "secret scriptures." The consensus was
>that the claim was false and just posted to rile the crime syndicate.
>
>This morning I received an anonymous e-mail that included a pass-phrase
>algorythym that the sender claimed would decode some of the sporgeries.
>The message included the technique to apply, and a request to not share
>the pass phrases and technique. I do not have a program to apply the
>technique so I tried it by hand (spending a few hours)---- and it works! Only
>one out of the dozen or so sporgeries I tried it on actually decoded.
>
>The actual "clear" message is much smaller than the sporgery cypher.
>Most words are just padding.
>
>The question is, why is the sporger doing this?! And why is the sporger
>revealing the decoding technique?

To throw into "doubt" the certainty that the Miscavige regime is
responsible for the sporgeries?

To initiate the built-in plausible deniability escape hatch as the
sporger hunters close in?

To further Dev-T the $cieno corralers?

To have something to justify the huge PI/lawyer/sporger bills the
$cieno slaves have to pay?

To show the slaves that there really are OTs in $tupidology after all?

(c) Gerry Armstrong

========
Newsgroups: alt.religion.scientology
Subject: Re: LRH=Buddha?
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 20 Jul 1999 21:27:13 GMT

On Mon, 19 Jul 1999 03:44:35 -0400, "AndroidCat"
<androidcat99@hotmail.com> wrote:

>Birdie1127 <birdie1127@aol.com> wrote in message
>news:19990719023219.08723.00002312@ng-fz1.aol.com...
>> Some of the scientologists I know have said they believe LRH to be the
>Buddha
>> reincarnated? Has anyone heard this before? Did LRH say he was the
>Buddha?
>> Do all scientologists believe this? I know I ask a lot of questions here,
>but
>> it's just that more and more things are starting to come together....
>
>Nah, Buddha (or Jesus) wasn't even clear.
>
>From BFM:
>
> * * * * *
>
>At the beginning of April 1952, Hubbard packed his belongings into the
>back of his yellow Pontiac convertible and headed out of Wichita on
>the Kansas Turnpike with his teenage bride of four weeks beside him on
>the front seat.

Actually there is a letter Hubbard wrote to Mary Sue (the teenage, and perhaps even pregnant, bride above) in which Hubbard clearly states that he had been *the* Buddha.

And there is Hubbard correspondence, beyond what the cult shows $cientologists, in which he discusses his past life as *the* Cecil Rhodes.

Where I was in the Sea Org, I would say it was a widely held suspicion and acceptance that the Commodore had been Buddha, and that that's

what he was talking about in Hymn of Asia.

Nobody really cared in you thought Hubbard was Buddha or not. They really cared about you doing your job.

(c) Gerry Armstrong

> Their destination, one thousand miles to the west,
>was Phoenix, Arizona, where loyal aides had already put up a sign
>outside a small office at 1405 North Central Street, announcing it as
>the headquarters of the Hubbard Association of Scientologists.

========
Newsgroups: alt.religion.scientology
Subject: Re: Note to Lawrence Wollersheim
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 20 Jul 1999 21:34:00 GMT

On 19 Jul 1999 01:11:14 GMT, wbarwell@starbase.neosoft.com (William Barwell) wrote:

>
>In article <37892127.0@news2.lightlink.com>,
>AndroidCat <androidcat99@hotmail.com> wrote:
>>gerry armstrong <armstrong@dowco.com> wrote in message
>>news:3788ede7.150645763@news.dowco.com...
>>> (p & m)
>>>
>********** DELETED **********
>>
>>It seems to me that the Ontario cases prove the lie that Co$ and GO/OSA was
>>reformed after Operation Snow White. (And this one sticks right to David
>>Miscavige.)
>>
>
>The docs that really need to be dug up were the stuff that the FBI
>got in the raids prompted by discovery of Operation Snow White.
>Among other things were secret tapes and documents that apparently
>show that fair game was not only not cancelled, but they were in fact
>shown to be operative policies utilized to rationalize GO operatives
>and their methods.
>
>John Atack mentions these in a long report on Scientology
>and fair game (among other issues), but as far as I can see,
>they have not been so far, outside of Atack, tracked down.
>
>These prove the contention that fair game was officially
>dropped in 1969, (which Kobrin so claimed as late as last year)
>as false. According to Atack, much later in 1980, the
>fair game policy was officially cancelled, but the cancellation
>was itself cancelled three years later.
>

>This would really be nice to prove in a fashion that would
>stand up in a court of law.

It will stand up in any court of law now which has not had had its brain purchased. It has stood up from at least Allard (1972?), through Wollersheim (1989) through Armstrong (1991), through Yanny (1994/5?), through Wollersheim II (199?).

It is provable with the continuing, documented acts of attack on critics right up to present time. Even their silence, because they do nothing about righting fair game's destruction, and owe everyone communication, is an act of fair game.

Fair game has been proven and it continues to be proven as basic philosophy and policy of $cientology.

The issue has become, will society accept proven fair game as normal, non-actionable dogma and practice of a religion or even of a proven pseudo-scientific cult masquerading as religion.

>
>This is a rather niggling loose end I have long wanted
>to track down and nail down real good.

I think what happened is this. Hubbard writes various things using the term "fair game," including the famous conditions policy letter with the classic definition. The word gets out on "fair game," probably when Hubbard personally declares and fair games a group of $cientologists. As a result Hubbard issues his almost as famous policy which cancels the use of the term "fair game" but specifically changes nothing about the way SP are to be handled. That is, SPs were fair game while we called it fair game and they continue to be fair game while we call it something else.

The term "fair game," however, appears many times in $cientology writings published long after Hubbard's cancellation of the use of the term. My recollection is that these were in "policy letters" and at times in "ethics" orders, because the P/Ls would be cited to in the orders, including at least one P/L with "fair game" in its title.

There came a time when a serious attempt was made to strip the term completely from the "scriptures." And there was also what appeared to me to be an attempt to put a favorable spin on the term, by re-introducing use of the term, to make it sound more benign than it is. There was a P/L I saw published in I believe the early 90's which used the term, and led me this conclusion.

(c) Gerry Armstrong

>
>Pope Charles
>SubGenius Pope of Houston
>Slack!
>
>

==========
Newsgroups: alt.religion.scientology
Subject: C$T, Stacy and CL (was Re: ATTN: STACY BROOKS--The Questions You Avoided)
From: armstrong@dowco.com (gerry armstrong)
Date: Sun, 08 Aug 1999 23:49:11 GMT

On 30 Jul 1999 14:31:06 -0000, Anonymous-Remailer@See.Comment.Header (CL) wrote:

>Below is a series of questions that were asked of Stacy Brooks,
>(formerly Stacy Brooks Young) in message
><199907240639.GAA20126@berlin.neuropa.net>, which was a response to her
>message <379f1916.16647876@news.newsguy.com>.
>
>Stacy Brooks is a self-described expert witness,

Are you saying that she has never given expert testimony in any legal proceeding? In this context, your use of the term "self-described" is an insult, right?

>stating in an
>affidavit/declaration: "My Extensive History in the upper Echelons of
>Scientology Management Qualify Me as an Expert."

It seems hard to believe Stacy would capitalize most of those words in a declaration.Or did she actually state: "My extensive history in the upper echelons of $cientology management qualif[ies] me as an expert"?

Which case was this filed in? And can you please post the whole affidavit/declaration so that everyone can put this quoted statement in context.

> In the same
>affidvit/declaration, she also avers:

You sound like me. Ha, ha, ha, ha, ha.

>"I am familiar with the day-to-
>day activities and procedures of the highest levels of management of

>Scientology... . I have firsthand knowledge of the establishment of the
>corporate structure of Scientology as it now exists, having worked with
>the staff who were responsible for creating it."

Well she did. She worked with Miscavige and she worked with whomever in that regime Miscavige ordered her to work with. I would bet that she received no orders from Meade Emory, but on that point I have no evidence. Stacy has her experiences, and it is clear you want to invalidate them. That's also why, I would think, you ask me questions to which you know my answers, and why you attempt to insult me.

>
>The keystone of that corporate structure

Nice jump. Whatever does that have to do with Stacy Brooks? It's like killing two birds, three if you count me, with one stone though isn't it?

> is the corporation known as
>Church of Spiritual Technology (CST), d.b.a. "L. Ron Hubbard Library."
>CST is the corporation that now owns and benefits from all intellectual
>property ever created by L. Ron Hubbard, and all intellectual property
>sold by the churches and missions of Scientology. CST is the corporation
>that has been behind every copyright-related lawsuit, raid, and seizure
>of property since at least 29 November 1993, operating through its
>licensed agents, which include Religious Technology Center (RTC), Office
>of Special Affairs (OSA), and Bridge Publications, Inc. (BPI).

C$T is certainly there if anyone needs it for any reason. To sue C$T or get its documents in court you would almost certainly have to serve its agent for service. Or, I supposed you could show, as the courts have already and sensibly found, that $cientology, including C$T is a dictatorship. Thus any $cientology entity in litigation anywhere could potentially be ordered to produce C$T's docs. Either way there will be many lawyers churning mighty fees. Blah, blah, blah.

I don't recall seeing the licensing agreement you refer to between C$T and O$A. Could you post this, as you did the C$T v. U$ opinion, for which I'm grateful.

But what you say might be sort of like saying, the way you're saying it, that the predator's skull is behind all the bad things the predator is doing. It's all one predator. The $cientology predator tries to make it appear, as all predators might want to make it appear, that it's its skull that is vulnerable, even that its skull is actually its soft underbelly. The $cientology predator's skull might actually thick as a brick.You seem to want us, because it seems there is an us - or to you a them - to you, to forget about the paws and the claws of this beast, and forget about whatever we've been doing, and attack its thick skull.

You appear to be trying to make it appear that it's the predator's hard cranium that is vulnerable, where its brains, after all, are, and where all the orders, after all, to cut and crush come from; and forget about the predator.That's why, I would think, people aren't rushing to your argument for revelation. What you present might not reveal what you might want the participants here to think it reveals.

What if, just what if, DM is the jugular?

What if, because of the opponents' persistence, and because of the irreversibility of the net, DM thinks things are closing in upon. He has never really submitted to a deposition or testified in court. If he did show up his obstructionist lawyers, certainly, among whom we must include the Lenskes, Heller, Yingling, Lieberman, Rosen (someone else complete the list) kept him from approaching anything resembling testimony.

What if DM is so afraid of facing his accusers and facing the world publicly in the legal arena, just as Hubbard was so afraid of facing his accusers and facing the world publicly in the legal arena, that he kept in place the same corporate form that had been set up for Hubbard?

The purpose of C$T was for Hubbard part of the corporate shell game by which he could run every $cientology-related org and agent, and not have to face his accusers and so forth. The purpose of C$T appears to be for Miscavige exactly the same, part of the corporate shell game by which he could run every $cientology-related org and agent, and not have to face his accusers and so forth.

Doesn't Jesse Prince say that until the time he left (which was when?) Miscavige was the dictator? He too, I would bet, although involved in some probably rotten activities on orders from DM, received no orders from C$T or "the lawyers."

I would bet there will be more people coming out of "highest levels of management," and testifying about DM's domination over the years and responsibility for all sorts of abuses. And I would bet that C$T, RTC, CSI, and every piece of $cientology is implicated. I would bet that the "ecclesiastical defense" will be shredded.

On unsuprising evidence, I am not ready to give up going for the jugular.

>
>It can be ascertained from legal documents (posted on the internet) that
>each of the above corporations ARE licensed or sub-licensed agents of
>CST, and, more importantly, THAT NONE OF THEM HAVE ANY EXISTENCE
>INDEPENDENT OF CST.

You know, of course, there's not necessarily causality between your capitalized conclusion and your lower case "evidence" right?

As an important aside, you conclude like a $cientologist or someone doing its (the Miscavige regime's) writing, which is why, in part, I think, people participating here have shown good reason in not eliminating as impossible the logical deduction that you are working in concert with it, or them, in your activities.

In fact, it can be simply demonstrated that all of $cientology *had* prior to 1993, and 1982, and 1881 and 1980 an existence independent of C$T. It is therefore altogether likely that without C$T all of $cientology will in the future continue to have an existence.

On this basis, it can be logically argued that without $cientology, C$T might not have an existence. And indeed arsers who have responded to your C$T/Gerry Armstrong threads have successfully made this argument.

> Each is inextricably dependent on CST for the use of
>the copyrights and trademarks under the color of which they derive all
>authority.

Look, you are, of course, right in a number of ways, but your conclusions based on that assertion, with which, in a number of ways, people have no disagreement, are faulty. Because C$T is what it is, and has whatever power it has on paper and in reality, and because its "special" directors are not $cientologist sleazebags, and because sleazebags of the wog persuasion "own" the "tech," for example, your conclusion to attack people opposed to all these equal-persuasion sleazebags is faulty and therefore unjustified.

It cannot help but be speculated that your unjustified attack upon those opposed to these sleazebags might be on behalf of these sleazebags.

As another aside, each $cientology entity is also inextricably dependent on the US legal system, the financial system, and the air system for God's sake, for doing just about anything they do and have including all authority they; i.e., $cientology, the Miscavige regime, exercise.

By the way, regarding my use of the term "Miscavige regime," the command and control apparatus over, inter alia, $cientology, and the command and control apparatus under the command and control of, what do you call him, this character, David Miscavige, I reason it this way.

Up until Hubbard's death the command and control apparatus, over copyrights, trademarks, personnel, finance, communications, intel, PR, legal, policy and action, could be called the "Hubbard regime." There of course was a diminution of Hubbard's domination of the command and control appartus as he approached his death, and upon his death his regime, it can be irrefutably asserted, ended.

There is, of course, considerable mystery and suspicion surrounding Hubbard's death, and what has become of his $cientology empire since his death. Parts of what is known are known from documents which have become public, including the documents you are focusing on in support

of the points you want taken.

There may have been an instant in history when the successor regime could have been called something other than the "Miscavige regime," but that is unimportant. There may occur some day, perhaps even soon, when DM will be gone and it might become another regime, but that too is unimportant.

None of this means that I do not believe that there are not other participants in the Miscavige regime, nor that there no US attorneys, nor US government agents and officials conniving with the regime's agents and officials.

But for now, and in spite of taking to heart all that you write, I cannot think of a more appropriate designation for the current regime than the "Miscavige regime." I can understand where DM might not like that designation, and where he might even have an op going to manufacture the illusion that it wasn't his regime. Heck, he might order himself insulted, and C$T insulted, and even Scientology insulted, if it served the illusion manufacturers' purposes. But tell me, how would you designate the current regime if it isn't the Miscavige regime?

>
>This makes CST the keystone of the corporate structure. Any of the other
>corporations or organizations could be removed entirely, and CST would
>remain, able to carry on the business of the corporation, merely without
>the benefit of its existing licensees.

Probably, I would think, any of the corporate pieces, including C$T could be removed entirely and the other parts would still remain, able to carry on the business of the corporation. In that event it would be merely without the benefit of some legal fiction, and, doubtfully, that fiction's assets.

> It is not dependent upon any of
>the other organizations or corporations for its existence, except as
>outlets for the distribution, sale, protection, and delivery of its
>products. ANY OF THE EXISTING LICENSEES COULD BE REPLACED BY
OTHERS.

Sure they could. And C$T, under or over the Miscavige regime, can make movies of Ron, respoon his pablum until the public gags, and then sell their "tech" to whom, the Chinese military? They can do whatever they want. Until they stop or they're stopped.

What can you do? Wherever they do anything as anyone -- OA, CT, WDC, RTC, C$I, Sea Org, Parishioners Org, every org everywhere, you know who they are -- report it, protest it, picket it. And sure, report, protest and picket the lawyers like the Lenskes, or even especially the Lenskes. Keep the world apprised of $cientology's dangers, stupidities and manifold entities. And when possible, bring legal action.

>
>The reverse is not true. All other Scientology-related entities and
>organizations are entirely dependent on the existence of CST.

In that that is not the case, that $cientology entities are dependent on C$T, you can glimpse what a lie the Miscavige regime is running on everyone. You can also glimpse why the people who forward that lie are viewed logically as its supporters. Ultimately, $cientology, because it is a religious scam, cannot be legally owned or operated. But people can be led to believe that it can be legally owned and operated, and that CST legally owns and operates it. That could be said to be the idea on which you have come here to get agreement.

There is no doubt that all of the corporate scam, the decisions behind the litigations, the "ecclesiastical" lines, the lawyers, all the secrets of the Miscavige regime, should be penetrated and exposed and the regime's wrongs righted.

Getting Miscavige into deposition about the corporate scam, the decisions behind the litigations, the "ecclesiastical" lines, the lawyers, his regime's secrets and wrongs, I believe, is going to be much more fruitful than deposing any of the "special" directors on these subjects.

Wouldn't Miscavige just love to have a bunch of utterly attorney-client-privileged corporate attorneys deposed instead of him?

And wouldn't he and all his lawyers just love there to be a controversy, a doubt perhaps, about his role in his regime? I give him no doubt.

But C$T will certainly be involved in litigation, just because it "legally" holds the documents. Its time will come. It might be that Scientology, the whole corporate Miscavige schemozzle, must first be recognized by wogs as their enemy before a disgorgement of documents from all this enemy's forts and vaults happens.

>
>Ms. Brooks's own affidavit/declaration places her in her self-proclaimed

Oh yes, you said earlier "self-described expert witness." This is another insult, right?

>sensitive upper-echelon management position at the very time period when
>CST was being formed to serve this crucial purpose. Her own sworn
>statements attest to unique percipient knowledge of the people involved
>in establishing CST, and full knowledge of its purpose and design.
>
>Therefore, Ms. Brooks's inside personal knowledge about the
>establishment of CST, about documented evidence that has only recently
>come to light

You keep saying this, but it simply isn't true. The "existence" of C$T has been known about for, what, 17 years? 19 years, when you consider that C$T was hatched in MCC$. Anyone would not be irrational to think you could be "exposing" this "documented evidence" about C$T and all its "rights" and "marks" because it's your job. That would explain why the good people here haven't given you much slack.

I am certain our Ms. Brooks was in a sensitive upper-echelon management position at the very time period when CST was being formed, she was in a sensitive upper-echelon management position prior to the period when CST was being formed, and she was in a sensitive upper-echelon management position following the period when CST was being formed. If you have any evidence that Stacy was never in senstive upper-echelon management positions, please post it. Ha, ha,

ha, ha, ha.

Regarding Stacy's being an expert witness about, inter alia, $cientology management I look at at this way.

We might like it if Stacy had stayed longer and learned more, because that would make her even a better witness. We might like it during the time she was inside she had taken better notes in anticipation of her becoming a born again wog, because that would make her a better witness. We might like it if she had while in her various sensitive upper-echelon management position absconded with a pile of the criminal cult's criminal documents, because that would make her a better witness. And we might like it if Stacy was an attorney, or some other entity, because that might make her a better witness.

But Stacy stayed as long as she stayed and came away with what she came away with. She didn't know until it happened that she would again be a wog, and all we have is her acquired knowledge and the memory of her experience. She's not a lawyer, and doesn't have a lawyer's skills. We have her intelligence, and we have her willingness to testify as to what she knows and experienced.

There are very few people who have a knowledge of and experience in upper-echelon management in either the Hubbard or the Miscavige regimes and are willing to testify as to that knowledge and experience. That knowledge and experience and willingness to testify make Stacy an expert witness. As such her testimony is legally and educationally valuable. It might now be what one might wish for, and it is, after all, only her knowledge and experiences, but it's what exists and it's valuable.

Since you are belittling Stacy as an expert witness, it is reasonable to expect that you are yourself an expert witness regarding $cientology's upper-echelon management. Would you be so kind as to please post your declarations/affidavits and deposition or trial testimony so that a comparison of your expertise with Stacy's can be made.

>revealing CST's crucial role,

The scam works with or without C$T. However, C$T is part of the scam working.

>and about the persons
>installed in positions of power at the top of CST's executive structure
>is of vital importance to the entire world.

No. I don't think so. I'm sure that there are people in positions of relative power in the Miscavige regime throughout many corporations or orgs. Who these are, the corporations, orgs and persons, is not of vital importance to the entire world. On the other hand, opposing the Miscavige regime with all its corporations, organizations and persons, could very well be of vital importance. It would be of equally vital importance no matter who or what those corporations, organizations and persons are.

I'm not saying that establishing who are all the people in positions of power should not be done. It should be done, and it's a good thing because $cientology is a dangerous organization.

>
>Why she abruptly refused to answer simple and direct questions regarding
>her knowledge of these things will be left for the reader to ponder,

Oh we must leave the reader something to ponder.

>except that she come forward and answer them.

I can, of course, speak for me. I haven't answered your questions because I haven't taken the time. If I had all the time in the world I would have answered you immediately. I'm grateful that I didn't answer you right away, however, and indeed am still not answering your questions, because your subsequent posts have been revealing. I would not have these revelations if I had answered you. Cool, huh?

> In the meantime, the
>questions for Ms. Brooks remain:
>
>1. Did you know about CST owning all the copyrights before the
>"Scientology Copyright Transfers" database (available on the internet at

>http://fzint.org/downloads/index.htm) was published?
>
> NOTE: Ms. Brooks has never revealed this vital information in any
> of her court testimony, or in her public utterances, and has never
> referred to it in any way that I can find. Proof of CST's ownership
> of these copyrights only became public knowledge in January of this
> year with text versions of the copyright transfers being posted to
> a.r.s., followed this month by the publication of a database
> containing all of the records. She never revealed that CST was
> created for the express purpose of being the owner, licensor, and
> beneficiary of all of these crucial intellectual properties, even
> though she would have to have known this if her testimony above is
> true.

That conclusion, is of course, untrue. Stacy knew what she knew. What she knew is the result of being in various sensitive upper-echelon management positions over time.

>She has never explained why she witheld this crucial evidence,

Read C$T v. U$. Surely the lawyers in all the copyright cases knew of this case. I doubt Stacy withheld crucial evidence, and I doubt that the evidence you claim is crucial is crucial at all.

> even though she and her husband, Robert Vaughn Young, were both
> expert witnesses in copyright-related suits.
>
>2. HOW does David Miscavige exert dictatorial control over CST?

How does any dictator exert dictatorial control over his own dictatorial cabal? With parties, medals, cash and dolls. Does the regime not enjoy being the regime?

>
> NOTE: Ms. Brooks has sworn in legal documents, under penalty of
> perjury, that "David Miscavige, known as DM, has been the head of
> Scientology since 1981;" that David Miscavige "is utterly ruthless
> about maintaining his power;" that David Miscavige "moved the
> seat of power from ASI to the Religious Technology Center (RTC);"
> that David Miscavige "actually runs all of Scientology;" that

> David Miscavige is "the managing agent of the Scientology empire;"
> that David Miscavige "holds the...position of absolute power over
> Scientology." Etc. Yet David Miscavige is Chairman of the Board of
> RTC, which is a LICENSEE of CST, and therefore subject to CST.

She says he's utterly ruthless about maintaining his power, and you say he can't do that because there's a paper that says he can't?

> Her
> claims about David Miscavige's absolute dictatorial control over
> all of Scientology--which vitally includes CST--puts Miscavige in
> the unique position of an owner of a local Wendy's franchise issuing
> orders to corporate headquarters.

You would like it to appear that way, now wouldn't you?

No, in using the Wendy's paradigm, with apologies to the hot and juicy lady, it puts Dave in the ununique position of an owner at corporate headquarters issuing orders to a local Wendy's franchise licencee. To help make Dave as legally irresponsible for his global orders and their effects as possible, Dave has his lawyers concoct a corporation of lawyers which will licence Dave to do what he does, thus making him "just another licencee." Dave will also call what he has to do in issuing all his orders "ecclesiastical" "duties." And Dave might send out someone to point out what a big, powerful corporation Wendy's $piritual Technology, Inc. is, and how Dave is completely subject to their whims.

>She has not explained how he
> manages to pull off this extraordinary feat. She also never, in all
> of her testimony, so much as mentioned the Special Directors of CST,
> who have veto power over even the General Directors of CST, and who
> are appointed for LIFE to their lucrative positions (see Bylaws of
> the Church of Spiritual Technology, available on the web at
> http://www.zeta.org.au/~hendersn/cstbylaws.html), while
> Miscavige, appointed to a junior corporation,

That's interesting. I didn't think of dictator Miscavige being appointed, but I guess it's true. Other dictators get themselves appointed to positions, after all, like Chancellor. Who do you say

"appointed" Miscavige to his "official" positions?

> is NOT appointed for
> life.

I would think that would weigh heavily toward Miscavige ensuring that the C$T part of his regime will forever be faithful to him. You weigh it differently, and I think my weighting is closer to true.

> Yet she HAD to have been aware of this all along, having,
> as she swore under penalty of perjury, "firsthand knowledge of the
> establishment of the corporate structure of Scientology as it now
> exists, having worked with the staff who were responsible for
> creating it," and having been in that position during the very
> months of 1982 (May and June) when CST was being formed.

If Stacy was not part of the C$T part of the Miscavige regime, this too would weigh toward Miscavige being the de facto dictator. Stacy observed Miscavige issuing orders, but not C$T, for the very reason that Miscavige and not C$T was issuing the orders. It has to be understood, of course, that Miscavige and C$T are components of the same regime which is, as Stacy says, without corporate integrity. You say that the Miscavige regime has corporate integrity; therefore your motives and conclusions might be suspect.

>
>3. (In response to Ms. Brooks's claims that "DM appoints and busts all
>CST staff members. They are figureheads just as the staff of RTC and CSI
>are figureheads. They are there only as long as they do what DM tells
>them to," which claims are in direct contravention to and violation of
>the California Corporate Code):

Did DM hire the Lenskes as the Hubbard regime's agents? Or did the Lenskes hire the Hubbard regime, and later the Miscavige regime, as their agents? Really?

>
> A) If you do, in fact, have firsthand, eyewitness testimony that you
> can give to the Attorney General and the Secretary of State of
> California, testifying to your assertion...that David Miscavige

> has everybody in that corporation [CST], and in RTC and CSI,
> hired and fired at his whim...why haven't you done that?

We're waiting for your evidence?

>
> B) Name a Trustee, Director, Special Director, or Officer of CST
> that Miscavige personally put in place, by-passing all the
> Boards, and in specific violation of their Articles of
> Incorporation and Bylaws, with names, dates, and specifics.

Name one who wasn't?

> Do
> you have any specifics?

Do you?

>
>4. Did Miscavige approve the Lenskes' [Stephen and Sherman Lenkse, two
>lawyers who are Special Directors of CST] to be appointed for life?

Miscavige was the mission ops who hired the Lenskes.

>
> NOTE: The lifetime appointment of the Lenskes' occurred on
> 7 June 1982 with the signing of the Bylaws of CST. David
> Miscavige is not a signatory on the Bylaws of CST. Both of the
> Lenskes are signatories. (See url for Bylaws, above)
>
>5. Did he [David Miscavige] approve Meade Emory to be a Founder of CST?

Yes. How could it be otherwise? There is no evidence that DM did not approve Emory. There is endless evidence that DM did approve Emory. Are you suggesting that Emory approves DM to run his regime, or just that a document suggests that Emory has the power participate in DM's approval?

>
> NOTE: Meade Emory is one of the founders of CST, according to a

> 1992 US Claims Court ruling by Judge Bruggink (available on the
> web at http://www .net/archive/CourtFiles/occf72.html). Meade
> Emory is a former Assistant to the Commissioner of IRS, and former
> Legislation Attorney for the Joint Committee on Taxation, United
> States Congress. (See West's listing on the web for Meade Emory.)
>
>7. Have you seen the legal documents proving that CST can take over any
>and all of the registered trademarks from RTC (Miscavige) at any time,
>at their "sole discretion"? (Ref. Claims Court ruling above; also
>license agreements that have been posted to a.r.s.)
>
>8. Given that CST owns the copyrights, and has ultimate control over the
>trademarks, precisely what is the leverage that Miscavige has over CST
>that makes them dance to his dictatorship anyway?

Well they don't have to dance to his dictatorship like the RPFers in Clearwater have to dance to his dictatorship. The dance expected of the CST lawyers is to "own" the copyrights and "control" the trademarks, and I'm quite sure be a conduit for funds. They are his agents who dance in luxury and enjoy the regime's secret power. The RPFers are his slaves and their dance is in shackles.

>
>6. Why aren't you fighting CST?

Whatever makes you say that C$T is not being fought?

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>
>
>

========
Newsgroups: alt.religion.scientology
Subject: Re: Forwarding Strife for Personal Agendas Was: Minton - The Village Idiot
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 09 Aug 1999 00:16:18 GMT

On Sat, 07 Aug 1999 10:34:47 -0400, Ed <metasyn@mind.net> wrote:

>A few weeks ago I posted my arguments for why Diane is OSA. While I no
>longer believe she works for them, what she does in a.r.s. still aligns
>excellently with their purposes. All she does is stir dissension,
>distrust and distraction. She contributes nothing that is positive in
>any way towards curbing the evils of organized Scientology.

Well it's more than that. There are, I think we can all agree, 6 billion people in the world. I think we can also agree that there are a few hundred of that 6 billion people who are active opponents of the $cientology organization. Of that few hundred Diane attacks several. Yet of the other, let's say, 5 billion, nine hundred ninety-nine million, nine hundred ninety-nine thousand and a few hundred people she attacks whom? How many? No, she is focused on attacking active opponents of the $cientology organization, and leaving the rest of the world pretty well alone. That is exactly what O$A does, they attack active opponents of their organization, and generally leave the other 5 billion, nine hundred ninety-nine million, nine hundred plus thousand wogs alone.

Is there any evidence that Diane attacks other people as she attacks $cientology's opponents? Or is her attack on $cientology's opponents completely unbalanced?

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========
Newsgroups: alt.religion.scientology
Subject: For Markus Grahn (was Re: The Buck)
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 09 Aug 1999 00:22:15 GMT

On Tue, 27 Jul 1999 13:03:21 +0200, Markus Grahn <xxix@algonet.se> wrote:

>The Buck is the 9th dynamic according to Hubbard. What did he mean?

He was cynical, and he was wrong. There is no 9th Dynamic. $cientology doesn't, except by its leeching off the wog world, get beyond the first dynamic. It is utterly self-centered. It says it's group-centered, but it's only the self's group. The self in $cientology is always right. The self outside of $cientology is always wrong. They're wrong because their selves are not in $cientology.

```
_________________
!               !
!  $cientology  !
!   Generates   !
!    $tupidity    !
!_________________!
        !!
        !!
        !!
        !!
```

.

> The
>Almighty Dollar is superior to the Supreme Being, the 8th dynamic, the
>God dynamic?

Did you not see my post to you re OUR solution? It is the unveiling of the naked powerlessness of the 9th dynamic. We can stop the buck here.

>
>The 9th dynamic is also the aesthetics dynamic,

Oh that's just beautiful.

>while the 10th dynamic
>would be the ethics dynamic.

What a mortal Hubbard was. After all that, no better than a wog.

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>
>(Ref: the HCL lectures, 1952, the PDC lectures, 1952.)
>
>Markus

========
Newsgroups: alt.religion.scientology
Subject: Re: Drugs cause Release, says Hubbard: LSD, dope, peyote, opium, and more.
From: armstrong@dowco.com (gerry armstrong)
Date: Mon, 09 Aug 1999 00:17:39 GMT

On Thu, 05 Aug 1999 12:23:04 -0700, Martin Hunt
<martinh@islandnet.com> wrote:

>NN: "Release" is a much-sought-after state in Scientology.
>It is when the effects of the negative mind are pulled back,
>a moment of clarity.
>
>***
>
> "Standard practice for anyone who has ever taken drugs or even
>alcohol is to rehabilitate the moments of releases in there."
>
>...
>
> "LSD, marijuana (pot, hashish), peyote, opium, ether (in
>operations), nitrous oxide (laughing gas in dental operations),

"Survival," into which Hubbard broke down all existence, and which he made the keystone of "Dianetics" and "$cientology," came out of Hubbard's nitrous oxide experience. Every time $cientologists guide their actions according to the "greatest good for the greatest number of dynamics," their guidance comes from Hubbard on drugs. Every time they audit their [illegible], their guidance comes from Hubbard on drugs. Every time they attack critics and close their minds to their own close-mindedness, their guidance comes from Hubbard on drugs.

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>weird "biochemical" compounds used by "psychiatrists", Benzedrine,
>solid alcohol (canned heat), alcohol, turpentine, gasoline, witch
>herbs of various kinds, and even certain rays, in this lifetime and
>on the back track, could have caused a moment of release."
>
>- L. Ron Hubbard, HCOB 23 September 1968, Drugs and Trippers.

========
Newsgroups: alt.religion.scientology
Subject: Re: Graham Berry & Garry Scarff
From: armstrong@dowco.com (gerry armstrong)
Date: Tue, 17 Aug 1999 16:59:18 GMT

On 14 Aug 1999 14:21:27 -0700, Garry <garry@newsguy.com> wrote:

>Saturday, August 14, 1999
>
>
>Garry L. Scarff
>PO Box 69-863
>West Hollywood, CA. 90069
>(323) 874-9611
>
>
>Re: Church of Scientology, International; Religious Technology Center;
>Celebrity Centre of Hollywood; it's entities, officers & legal representatives.
>
>
>To Whom It May Concern:
>
>This is to formally inform all parties concerned, involving the Church of
>Scientology International, that I have authorized California attorney Graham
>Berry to act on behalf with any and all communications and negotiations with
>judicial and law enforcement officials, concerning my prior involvement and
>activities with executive management, staff members and attorneys with the
>Church of Scientology International.
>
>Mr. Berry is not my attorney of record; however, he has consented to working on
>my behalf, and I have authorized him thereto, to communicate with specific
>agencies and officials concerning my former activities with the Church of
>Scientology, it's intelligence & security apparatus formerly known as the
>Office of Special Affairs,

Can anyone corroborate your claim that $cientology has changed the
name of its Office of Special Affairs?

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>Scientology/OSA investigator Eugene Ingram &
>associates, FLAG officials and associates, and attorneys involved in Scientology
>affairs.
>
>
>Signed and dated this day of Saturday, August 14, 1999
>
>
>_____
>GARRY L. SCARFF
>